

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MASEFIELD INTERNATIONAL, INC.,

Plaintiff,

-against-

TERMINAL VENTURES, INC., JOSEPH
DIMAURO, EASTERN ENERGY
FUELS, INC., and CLARK DODGE AND
COMPANY, INC.

Index No. 08-3850 (JLL) (CCC)

Defendants

TERMINAL VENTURES, INC.

Third-Party Plaintiff,

-against-

MASEFIELD AG, ARAL WIND LTD.,
M/T ARAL WIND, its engines, tackle,
apparel, etc., LIBERTY MUTUAL
INSURANCE COMPANY, and JOHN
DOE

Third Party Defendants.

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EXHIBIT A

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5UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
Docket No. 08-3850 (JLL)

6 _____
 7 MASEFIELD INTERNATIONAL
INC.,
 8 Plaintiff(s), Deposition of:
 9 -vs- JOSEPH DIMAURO
 10 TERMINAL VENTURES, INC.,
 11 Defendants
 12 Third-Party Plaintiff,
 13 -vs-
 14 MASEFIELD AG ARAIL WIND
LTD., M/T ARAIL WIND, its
engines, tackle, apparel,
etc., LIBERTY MUTUAL
INSURANCE COMPANY and JOHN
DOE,
 15 Third-Party Defendants.

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 23 A. BACCARO ASSOCIATES, LLC
Certified Court Reporters
230 Sherman Avenue
 24 Berkeley Heights, New Jersey 07922
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5 TESTIMONY UPON ORAL EXAMINATION OF

8 JOSEPH DIMAURO

11 Wednesday, June 24, 2009

15 REPORTED BY: MARY JO MONTELEONE, CCR

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 5 T R A N S C R I P T of testimony taken
 6 stenographically pursuant to Superior Court Rules of
 7 Practice and Procedure by and before MARY JO
 8 MONTELEONE, a Certified Court Reporter and Notary
 9 Public of the State of New Jersey, at the offices of
 10 GIBBONS, P.C., One Gateway Center, Newark, New
 11 Jersey, commencing at approximately 10:00 a.m.
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3 APPEARANCES:

HILL, RIVKINS & HAYDEN, ESQUIRES
45 Broadway
New York, New York
By: ROBERT G. CLYNE, ESQUIRE
LAUREN E. KOMSA, ESQUIRE
Appearing on behalf of the Plaintiff,
Masefield International Inc. and Third-Party
Defendant, Masefield AG

DOYLE & DOYLE, ESQUIRES
636 Morris Turnpike,
Short Hills, New Jersey 07078
By: GERALD S. DOYLE, JR., ESQUIRE
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Appearing on behalf of the Defendant, Third
Party Plaintiff, Terminal Ventures, Inc.

GIBBONS, P.C.
1700 Two Logan Square
18th & Arch Streets
Philadelphia, Pennsylvania 19103-2769
By: THOMAS S. BROWN, ESQUIRE
Appearing on behalf of the Third-Party
Defendant, Liberty Mutual Insurance Company

	Joseph DiMauro - Clyne	9	Joseph DiMauro - Clyne	11
1	A. She is the bookkeeper, treasurer.		1 Q. Let me stop you and ask a couple	
2	Q. Okay. The other company that you		2 questions. When you worked for PVM Oil Associates,	
3	mentioned is Clark Dodge. Is that correct?		3 where were you employed? Where was the office?	
	A. Yes.		4 A. It was 277 Park Avenue.	
-	Q. What is the business of that company?		5 Q. That entire time you worked as an oil	
6	A. It's a broker dealer registered with		6 broker. Is that correct?	
7	FINRA. It's a retail stock brokerage firm.		7 A. That's right.	
8	Q. What position do you hold in that		8 Q. And then in '78 you started Triad	
9	company?		9 Petroleum. Correct?	
10	A. COE.		10 A. Yes.	
11	Q. How many employees are there of that		11 Q. Was that an oil brokerage firm as well?	
12	company?		12 A. Yes, sir.	
13	A. Approximately 45.		13 Q. And at the time that you started that	
14	Q. Where is that company located, its		14 company how many employees did you employ?	
15	principal address?		15 A. As I can recall, I think it was about	
16	A. The principal address is the same, 2		16 six at that time. By 1986 it was up to about 25.	
17	Gannett Drive.		17 Q. What became of that company?	
18	Q. Is Clark Dodge incorporated in New		18 A. It's an inactive company. I changed --	
19	York?		19 I changed -- I went from being an oil broker to oil	
20	A. It's a Florida corporation.		20 trader and I just ended that business.	
21	Q. With its principal place of business at		21 Q. In terms of ending it, what happened to	
22	2 Gannett Drive?		22 the employees? Did you just discontinue the company	
23	A. That's correct.		23 or --	
24	Q. How about Eastern Energy? Is that a		24 A. Some of the employees went to work for	
~~	New York corporation?		25 International oil brokers. Other people went to --	
	Joseph DiMauro - Clyne	10	Joseph DiMauro - Clyne	12
1	A. Yes.		1 they just went to different industry places.	
2	Q. How long has Eastern Energy been in		2 Q. You basically shut down the company.	
3	business?		3 Is that right?	
4	A. About two years. I'm sorry -- it's a		4 A. That's correct.	
5	few years. I'm not exactly sure of the year.		5 Q. You said you went into the oil trading	
6	Q. We'll come back to that. Could you		6 business. Is that right?	
7	just briefly outline for us your education and your		7 A. That's right.	
8	work experience?		8 Q. And did you form a company?	
9	A. I have a bachelor of arts in economics		9 A. It was called Eastern of New Jersey.	
10	from St. Francis College. I received that in 1970.		10 It was a New York corporation.	
11	I have an MBA in finance from Long Island University.		11 Q. Where was Triad's principal place of	
12	And I received that in 1973.		12 business?	
13	Q. In terms of your work experience, could		13 A. I think the address was 801 or 301, I'm	
14	you just outline that for us?		14 not sure. But it was on 42nd Street and Third Avenue	
15	A. I started work at Con-Edison of New		15 in Manhattan.	
16	York in 1970 as a fuel purchaser. From 1973 to 1978,		16 Q. So it was in New York City?	
17	I was employed as an oil broker for PVM Oil		17 A. Yes.	
18	Associates. From 1978 to 1986, I opened my own firm.		18 Q. And when you formed Eastern of New	
19	It was called Triad Petroleum. That was a broker.		19 Jersey. Where was that business located, back in	
20	Q. I'm sorry, that was '78 to '86?		20 '86?	
	A. Yes, '86.		21 A. 711 Westchester Avenue, White Plains,	
22	Q. What was the name of that company?		22 New York.	
23	A. That was Triad Petroleum.		23 Q. Now, between 1978, when you started	
24	Q. Triad Petroleum?		24 Triad, and 1986, when you formed Eastern of New	
25	A. Triad, T R I A D .		25 Jersey, did you own any other companies?	

Joseph DiMauro - Clyne 29

1 Q. Do you know who that company was sold
 2 to?
 3 A. A guy by the name of Vito DeMaio, D E M
 A I O.

Q. Who was Mr. DeMaio?

A. He was a friend of mine since
 childhood. We were together in grammar school, high
 school and college together. I know him my whole
 life practically.

Q. What was his background?

A. He was in finance. He was a CPA.
 Worked for various large corporations. And wanted a
 career change. So he had come to see me in the mid
 '90s. And I told him about this oil terminal. I
 said, I don't have the time to run this, but if he
 wanted to. I helped him.

Q. Did you discuss with him the problems
 or -- strike that.

Did you discuss with him the issue of
 Mr. Silverberg's business deteriorating and how you
 were going to deal with that?

A. Well, I told him the terminal was built
 as a residual fuel, heating oil terminal. I thought
 the terminal could be a very good location for
 distributing heating oil and kerosene. And since I

Joseph DiMauro - Clyne 30

had this business going on from the refinery in New
 Orleans, I could actually supply him with kerosene
 and heating oil. So he thought it was a good idea.

And there was another factor, too. I
 had an ongoing tax thing with the IRS that they
 didn't want to close my tax returns. And I couldn't
 get a 637 license, I think it's called, but Vito
 could. So it was something that I said, Here, if you
 can get this together, you know.

Q. What's a 637 license?

A. It allows you to sell domestic heating
 oil and kerosene and diesel tax free. But if you
 have tax issues you're not allowed to get it.

Q. And at this point in time you were
 having tax issues with the IRS?

A. Well, they kept my taxes open because
 of some tax shelters from 1979, which I finally was
 able to solve around 2000.

Q. Okay.

A. In order to operate the terminal you
 have to have this license.

Q. So Mr. DeMaio had no prior experience
 with the oil business or oil terminals. Is that
 right?

A. No, but he knew how to run a company,

Joseph DiMauro - Clyne 31

1 because that's what he had been doing.

2 Q. Did you discuss with him an investment
 3 in the company?

4 A. Well, I told him I would lend him the
 5 money to buy the company. I also said that he should
 6 look at Mr. Cirillo and Mr. Hritz. Because I had met
 7 Mr. Hritz through Mr. Cirillo and they were two
 8 capable people running a terminal. So as long as he
 9 knew financially how to run the company, he had the
 10 people that could physically run it for him.

11 Q. Did Mr. DeMaio -- strike that.

12 Had Mr. Hritz already been at the
 13 terminal?

14 A. Yes.

15 Q. Do you know -- I want to focus my time
 16 period on the discussions you had with Mr. DeMaio
 17 about possibly purchasing the terminal, which I'm
 18 gathering is somewhere around 1996-1997.

19 A. No, '96.

20 Q. Okay. Did Mr. DeMaio have the
 21 resources to purchase the terminal on his own?

22 A. No.

23 Q. Did you discuss with him at all a
 24 direct investment in the terminal?

25 A. No. I said I would lend him the money.

Joseph DiMauro - Clyne 32

1 I didn't want to invest in the terminal.

2 Q. Why didn't you want to invest in the

3 terminal?

4 A. It's just something I didn't want to

5 put up with.

6 Q. Did you ultimately lend him the money
 7 to purchase the terminal?

8 A. Yes.

9 Q. And how much money did you lend him?

10 A. Initially, it was about a million and a
 11 half dollars.

12 Q. Did that increase?

13 A. Yes.

14 Q. To how much?

15 A. At its peak, probably about \$9 million.

16 Q. Were these loans directly to Mr.
 17 DeMaio?

18 A. No, it was to the terminal.

19 Q. Let's back up. Prior to the -- I
 20 gather Mr. DeMaio -- or the terminal was actually
 21 purchased from Mr. Silverberg. Correct?

22 A. Yes.

23 Q. Okay. Before that happened, what kind
 24 of due diligence, if any, was done in terms of
 25 ascertaining the condition of the terminal, the value

<p>Joseph DiMauro - Clyne 45</p> <p>1 resources to do that work itself?</p> <p>2 A. It did not. No.</p> <p>3 Q. Okay. And how much money was lent?</p> <p>4 A. I'm not sure of the amounts but it was - large.</p> <p>5 Q. Can you give me an approximate figure?</p> <p>6 A. I can't. It's 12 years ago.</p> <p>7 Q. Who lent the money? Who was the 8 lender?</p> <p>9 A. One of my companies.</p> <p>10 Q. It wasn't you personally, right?</p> <p>11 A. No.</p> <p>12 Q. And the money was lent to TVI. Is that 13 right?</p> <p>14 A. Yes.</p> <p>15 Q. Were there loan documents drawn up for 16 that particular loan?</p> <p>17 A. I believe so.</p> <p>18 Q. Where would those documents be today?</p> <p>19 A. As I said previously, probably in dead 20 storage.</p> <p>21 Q. Did there come a time when yet further 22 money was lent to the terminal by you or any one of 23 your companies?</p> <p>24 A. Yes.</p>	<p>Joseph DiMauro - Clyne 47</p> <p>1 A. I'm not sure. It was a few million 2 dollars.</p> <p>3 Q. How much does TVI owe you now, all 4 totalled?</p> <p>5 A. I'm not sure if it's three or 4 6 million.</p> <p>7 Q. Is the company paying you back on a 8 regular basis?</p> <p>9 A. Whenever I request it.</p> <p>10 Q. What -- do you have a methodology about 11 when you request money?</p> <p>12 A. It's based on my needs.</p> <p>13 Q. Do you have any loan documentation, 14 either -- strike that.</p> <p>15 Is there any loan documentation in the 16 files of any of your companies? As we sit here 17 today.</p> <p>18 A. I have to check.</p> <p>19 Q. What are the possibilities as to where 20 this information would be?</p> <p>21 A. I have no idea. I have to check.</p> <p>22 Q. Other than Eastern Energy Fuels --</p> <p>23 A. Eastern Energy Fuels did not make loans 24 to the terminal.</p> <p>25 Q. Right. You mentioned that. Clark</p>
<p>Joseph DiMauro - Clyne 46</p> <p>1 Q. When was that?</p> <p>2 A. It was all throughout the '90s. They 3 needed money for remediation and for replacement of 4 pumps and work on the main house.</p> <p>5 MR. BROWN: On the main what?</p> <p>6 THE WITNESS: The main house. The rack 7 house. Whatever you call it.</p> <p>8 Q. Can you tell us how much money you lent 9 at any given time?</p> <p>10 A. It was just millions of dollars.</p> <p>11 Q. And every time that you lent them money 12 was there a loan agreement drawn up?</p> <p>13 A. Yes.</p> <p>14 Q. Would it be fair to say that all of 15 these agreements are in storage?</p> <p>16 A. Honestly, after 12 years, 10 years, 17 it's hard to say.</p> <p>18 Q. Have you lent the company money 19 recently? Like say within the last five years?</p> <p>20 A. The last time I lent them money was in -- I think it was '03, when they had to finish the 22 work on the south dock. I have not lent them money 23 since then.</p> <p>24 Q. How much money did you lend them in 25 '03?</p>	<p>Joseph DiMauro - Clyne 48</p> <p>1 Dodge, did they make any loans to the terminal?</p> <p>2 A. Did not.</p> <p>3 Q. Are there any other companies that are 4 still in existence today that have lent money to the 5 terminal in the past?</p> <p>6 A. No.</p> <p>7 Q. Do you require TVI to provide you 8 financial information on a periodic basis?</p> <p>9 A. I go down to the terminal once a year 10 and I look at their financials, when they are 11 available.</p> <p>12 Q. Do you provide any consulting work to 13 TVI?</p> <p>14 A. No.</p> <p>15 Q. Did you ever provide any consulting 16 work to them?</p> <p>17 A. Nope.</p> <p>18 Q. Is it fair to say that when the 19 terminal was purchased by Mr. DeMaio in 1998, that 20 was capitalized via loans through you, or one of your 21 companies?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Was Mr. Carpenter your attorney 24 for purposes of these loans, in terms of drawing up 25 documentation?</p>

	Joseph DiMauro - Clyne	153	Joseph DiMauro - Clyne	155
1	drill holes and do samples and delineate. There was		1 promise you.	
2	a whole process going on. It just took a long time.		2 MR. CLYNE: We'll see if a court order	
3	Q. Did you fund that remediation work,		3 is required to bring you back.	
	too?		4 THE WITNESS: I will fight it. I'm	
	A. I lent them the money for that. Yes.		5 telling you right now.	
6	Q. Was that remediation work that had to		6 MR. CLYNE: Thank you.	
7	be done by the seller or by the buyer?		7 MR. BROWN: I have nothing further.	
8	A. It was by both of them. Shared by the		8 MR. SEMENORO: No questions.	
9	seller and by the buyer.		9 (Deposition adjourned at 3:20 p.m.)	
10	Q. How was that -- how is it determined		10	
11	that remediation work had to be done?		11	
12	A. Well, from what I understand, to clear		12	
13	title in Jersey you have to have a remediation plan		13	
14	accepted by the DEP. In order to do that, you have		14	
15	to hire a remediation company that does the research,		15	
16	explains what's gone on on the properties, take		16	
17	samples.		17	
18	Q. And was the funding -- strike that.		18	
19	Was it agreed, in connection with the		19	
20	purchase, that you would fund the remediation?		20	
21	A. No. It was just I would lend them		21	
22	money. They used it for whatever.		22	
23	Q. You would lend the money to the buyer?		23	
24	A. Yes.		24	
~	Q. Which was TVI. Correct?		25	
	Joseph DiMauro - Clyne	154		156
1	A. That's correct.		1 CERTIFICATE OF OFFICER	
2	Q. You had indicated that you had asked		2	
3	Sal to attend and be on-site with respect to the '03		3 I CERTIFY that the foregoing is a true and	
4	damages, or collapse of the south dock. Was Sal paid		4 accurate transcript of the testimony and proceedings	
5	a consulting fee for that?		5 as reported stenographically by me at the time, place	
6	A. No.		6 and on the date as hereinbefore set forth.	
7	Q. He was just doing it on his own time?		7	
8	A. Yes. I didn't pay him any consulting		8 I DO FURTHER CERTIFY that I am neither a	
9	fees. I don't know if TVI did.		9 relative nor employee nor attorney or counsel of any	
10	MR. CLYNE: I'm going to reserve my		10 of the parties to this action, and that I am neither	
11	right to recall the witness. I have some questions		11 a relative nor employee of such attorney or counsel,	
12	regarding the loans of the facility. I believe the		12 and that I am not financially interested in the	
13	loan documents should have been produced, independent		13 action.	
14	of the subpoena, by Terminal Ventures. But subject		14	
15	to that reservation, I have no further questions.		15	<i>Mary Jo Monteleone (CP)</i>
16	THE WITNESS: I can tell you, you will		16 MARY JO MONTELEONE, C.C.R.	
17	not see me again. I promise you that. I'll hire		17 Certificate No. XI01370	
18	outside counsel. I'll fight you tooth and nail. You		17 Notary Public of the State of New Jersey	
19	know why? Because you're not going to waste my time.		18 My Commission expires March 7, 2009	
20	MR. CLYNE: Fair enough.		19	
21	THE WITNESS: If this thing had one		20	
22	Iota to do with your vessel, your customer ruining		21	
23	the terminal, I'd give it to you. It has nothing to		22	
24	do with anything. I therefore protest. This is		23	
25	punic and unjustified. I will not come back. I		24	
			25	

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DISTRICT OF NEW JERSEY

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-against-

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Index No. 08-3850 (JLL) (CCC)

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DOE

Third Party Defendants.

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
Docket No. 08-3850 (JL)

7 MASEFIELD INTERNATIONAL
INC., Plaintiff(s), Deposition of:
8
9 -vs- JEFFREY PRESSMAN
10 TERMINAL VENTURES, INC.,
11 Defendants
12 Third-Party Plaintiff,
13 -vs-
14 MASEFIELD AG ARAL WIND
LTD., M/T ARAL WIND, its
engines, tackle, apparel,
etc., LIBERTY MUTUAL
15 INSURANCE COMPANY and JOHN
DOE,
16
17 Third-Party Defendants.

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5 T R A N S C R I P T of testimony taken
6 stenographically pursuant to Superior Court Rules of
7 Practice and Procedure by and before MARY JO
8 MONTELEONE, a Certified Court Reporter and Notary
9 Public of the State of New Jersey, at the offices of
10 DOYLE & DOYLE, ESQUIRES, 636 Morris Turnpike, Short
11 Hills, New Jersey, commencing at approximately 12:30
12 p.m.

JEFFREY PRESSMAN

Thursday, April 23, 2009

REPORTED BY: MARY JO MONTELEONE, ECR

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3 APPEARANCES:
4
5 HILL, RIVKINS & HAYDEN, ESQUIRES
6 45 Broadway
New York, New York
7 BY: ROBERT G. CLYNE, ESQUIRE
LAUREN E. KONSA, ESQUIRE
8 Appearng on behalf of the Plaintiff,
Masefield International Inc. and Third-Party
9 Defendant, Masefield AG

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636 Morris Turnpike,
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DAVID D. GABEL, ESQUIRE
Appearing on behalf of the Defendant, Third
Party Plaintiff, Terminal Ventures, Inc.

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Appearing on behalf of the Third-Party
Defendant, Liberty Mutual Insurance Company

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E-Mail: reporter@abaccaroassociates.com

	Jeffrey Pressman - Clyne	9		Jeffrey Pressman - Clyne	11
1	A. Yes.		1	Q. On a daily basis?	
2	Q. Do you understand these instructions?		2	A. As needed.	
3	A. Yes.		3	Q. As needed. Okay.	
4	Q. Have you ever been deposed before?		4	Over the last year or two, how often,	
5	A. Yes.		5	on average, would you communicate with Mr. Marquez?	
6	Q. How many times?		6	A. Several times a month.	
7	A. Five or six.		7	Q. Is there somebody that's the person in	
8	Q. In connection with what matters?		8	charge at the terminal on a day-to-day basis?	
9	A. Various legal matters. Lawsuits in the		9	A. Mr. Hritz or myself. We're always	
10	oil business.		10	there.	
11	Q. Okay. We'll come back to that. Let		11	Q. How long has Mr. Marquez been the	
12	me first get some background information. By whom		12	president of TVI?	
13	are you employed?		13	A. That I don't recall, but quite some	
14	A. Terminal Ventures, Inc..		14	time, though.	
15	Q. What is your position there?		15	Q. Do you know why he's the president of	
16	A. Vice president of finance.		16	the company?	
17	Q. What are your duties and		17	A. Because he's the president. I really	
18	responsibilities as the vice president of finance?		18	don't understand your question.	
19	A. Monitor the financial situation of the		19	Q. I'm curious as to why the president of	
20	company, secure financing, government reportings,		20	the company is someone that lives in the Bahamas	
21	cash flow, accounts receivable.		21	rather than having a hands-on management role of the	
22	Q. Do you have any responsibilities with		22	company.	
23	respect to insurance?		23	A. He helps with relationships, things of	
24	A. Yes.		24	that nature. I mean, you know, and it's worthwhile	
25	Q. What are those responsibilities?		25	for us to have him.	
	Jeffrey Pressman - Clyne	10		Jeffrey Pressman - Clyne	12
1	A. To procure adequate insurance for the		1	Q. But he doesn't manage on a daily basis;	
2	terminal.		2	is that right?	
3	Q. Any other duties and responsibilities		3	A. No, he's not a hands-on manager.	
4	that you could think of?		4	Q. Who is the present owner of TVI?	
5	A. Not off the top of my head.		5	A. Vito De Maio.	
6	Q. How long have you held this position?		6	Q. He is the present owner?	
7	A. Since mid 1999.		7	A. He owns the stock, yes.	
8	Q. How many officers are there of TVI?		8	MR. BROWN: Who?	
9	I'm going to use TVI as short for Terminal Ventures		9	THE WITNESS: Vito De Maio.	
10	Inc., if that's okay with you.		10	Q. Who is Mr. De Maio?	
11	A. That's fine.		11	A. Mr. De Maio is a very sick man who	
12	Q. And who are they?		12	actually was -- I don't know -- you see, that's when	
13	A. Fernando Marquez, M A R Q U E Z. He's		13	Mr. Marquez became president. Mr. DeMaio kind of	
14	the president. Andrew Hritz, vice president, and I'm		14	resigned as president, due to health reasons. He's	
15	listed as secretary/treasurer on the founding		15	got a bad heart. The terminal pays him a minimal	
16	documents.		16	salary.	
17	Q. Mr. Marquez, is he -- does he show up		17	Q. To do what?	
18	at the terminal regularly?		18	A. Sort of like retirement plan. Help	
19	A. No, he does not.		19	cover his overheads in life.	
20	Q. Where does he reside?		20	Q. Do you have any ownership interest in	
21	A. I believe he resides in the Bahamas but		21	the company?	
22	I'm not certain.		22	A. No.	
23	Q. But do you have a reporting		23	Q. Did you ever have any ownership	
24	relationship to him?		24	interest in the company?	
25	A. We communicate.		25	A. No.	

	Jeffrey Pressman - Clyne	17		Jeffrey Pressman - Clyne	19
1	experience.		1	company. I was one of the CFOs that they had there.	
2	A. I graduated Syosset High School in	3	2	The company was called Nursat.	
3	1964. I went to two years of State University at	4	3	Q. It was in Russia that you met Mr. De	
4	Farmingdale and got an associate degree from there.	5	4	Maio, correct?	
5	From there I went to -- I don't know the new name of	6	5	A. Correct.	
6	the college. The old name used to be Jersey City	7	6	Q. Okay.	
7	State College. All right? And I believe I graduated	8	7	A. From there I went to work at Terminal	
8	there in 1971.		9	Ventures, in mid '99.	
9	Q. You earned a degree?		10	Q. Was it Mr. De Maio that offered you a	
10	A. Yes, in economics.		11	job there?	
11	Q. Okay.		12	A. Yes.	
12	A. While I went to college, primarily at	13	12	Q. You started, you said, in mid '99,	
13	night, I was working in an accounting firm called	14	13	correct?	
14	Speduto, Spector. And I left there -- I think I left	15	14	A. Right.	
15	In like '73 or '74. From there I went to work for a	16	15	Q. And at the time you started, Mr. De	
16	company called Stinnes, S T I N N E S, Corporation.	17	16	Maio was the president of the company?	
17	And they opened up an oil division and they	18	17	A. He was the president, yes.	
18	transferred me up to the oil division.		18	Q. And did -- at that time was it called	
19	Q. Was that in New Jersey?		19	Terminal Ventures, or was it called Eastern	
20	A. No, Manhattan. I stayed there until	20	20	Terminals?	
21	about '83.		21	A. The company has always been called	
22	Q. Were you doing --		22	Terminal Ventures. That's the legal corporate name	
23	A. No -- '82.		23	for the company.	
24	Q. What kind of work were you doing for	24	24	Q. Is Eastern Terminals a trade name?	
25	Stinnes?		25	A. Everybody in the industry -- the	
	Jeffrey Pressman - Clyne	18		Jeffrey Pressman - Clyne	20
1	A. I was the chief financial officer	2	1	terminal was built in 1950. It was always known as	
2	there. From there I went to Enron for approximately	3	2	Eastern Terminals. If anybody calls the terminal	
3	two years. I was the treasurer over there. I left	4	3	they still call us Eastern Terminals. It's just a	
4	there and I started Anthony Petroleum.		4	misnomer.	
5	Q. What years did you work at Enron?		5	MR. DOYLE: Put up a sign.	
6	A. For two years after I left Stinnes.		6	THE WITNESS: It was appointed by Jack	
7	Q. I'm sorry, just approximately --		7	Silverberg for the city of New Jersey.	
8	A. Approximately '83 and '84. Maybe into	9	8	Q. I was going to get into the terminal.	
9	'85. I'm not certain of the years. As you get older	10	9	The terminal was built in 1950?	
10	life gets tough.		10	A. In the 1950s. It could be anywhere	
11	I think some time in '85 I started	11	11	from 1951 to 1959.	
12	Anthony Petroleum. That ran until about '92.		12	Q. Mr. Silverberg was the original owner?	
13	Q. What was the business of Anthony	13	13	A. No.	
14	Petroleum?		14	Q. Okay.	
15	A. A petroleum trading company.		15	A. The company was originally owned by	
16	Q. You were the owner of the company?		16	Whalen. They went bankrupt, and Mr. Silverberg	
17	A. Yes, owner.		17	bought it from Whalen.	
18	Q. Did you actually do trading yourself?		18	Q. Do you know approximately what year he	
19	A. Yes. I was with Martin Bierbaum for	20	19	bought it?	
20	approximately a year which was a money brokerage	20	20	A. Sometime in the '60s.	
21	company. They wanted to open up an oil desk. Then I	21	21	Q. Do you know how long he owned the	
22	went to work in Russia for approximately two years.	22	22	terminal?	
23	'97 -- '96 through early '98.		23	A. Right up until we -- not we -- Mr. De	
24	Q. What were you actually doing in Russia?		24	Maio actually purchased the terminal.	
25	A. We set up a telephone communications		25	Q. What year was that?	

	Jeffrey Pressman - Clyne	21		Jeffrey Pressman - Clyne	23
1	A. I believe it was in January of 1998.		1	Q. Do you know Mr. Sal Di Mauro?	
2	Q. And then you said you started in mid		2	A. Yes, I do.	
3	'99, correct?		3	Q. Who is Mr. Sal Di Mauro?	
4	A. Correct.		4	A. Mr. Di Mauro owns a company called	
5	Q. There were two marine docks at Terminal		5	American Oil Consultants. He helps us do some	
6	Ventures, correct?		6	marketing.	
7	A. I'm sorry?		7	Q. Does he have an office at TVI?	
8	Q. There's two marine piers at -- two		8	A. Yes, he does.	
9	marine docks. There's a north dock and a south dock,		9	Q. Does he show up there on a daily basis?	
10	correct?		10	A. Yes, he does.	
11	A. Correct.		11	Q. How about Mr. Joe Di Mauro? Does he	
12	Q. And the north dock is a barge dock,		12	show up on a daily basis?	
13	correct?		13	A. No. Excuse me.	
14	A. Yes.		14	(Brief recess.)	
15	Q. And the south dock is a vessel/barge		15	Q. Correct me if I'm wrong, but I think	
16	dock, correct?		16	that you had indicated that Mr. Joe Di Mauro's	
17	A. That's how we refer to them, yes.		17	relationship with TVI is as a lender. Is that	
18	Q. Do you know how old those docks are?		18	correct?	
19	A. No.		19	A. Yes.	
20	Q. Do you know if they were there prior to		20	Q. Is there any other relationship that he	
21	the tank -- terminal being built in the '50s?		21	has other than as a lender with the company?	
22	A. No.		22	A. No.	
23	Q. Are you familiar with the files that		23	Q. Can you explain to me how that	
24	are maintained at Terminal Ventures?		24	relationship works in terms of the lending that he	
25	A. Somewhat.		25	does, the lending activity?	
	Jeffrey Pressman - Clyne	22		Jeffrey Pressman - Clyne	24
1	Q. At the time that -- I realize this		1	A. You'll have to be more specific.	
2	before you started, but at the time that Mr. De Maio		2	Q. Are there any loans outstanding to Mr.	
3	bought the terminal, do you know whether any sort of		3	Di Mauro right now?	
4	a due diligence study was done with respect to the		4	A. Yes, there are.	
5	terminal?		5	Q. Okay. And how much money does the	
6	A. I have no idea.		6	company owe him?	
7	Q. Are you aware of whether or not there		7	A. At the present time?	
8	were any documents at the facility that -- at		8	Q. Yes.	
9	Terminal Ventures that might address the acquisition		9	A. Approximately 2.5 million.	
10	of the terminal by Mr. De Maio and any due diligence		10	Q. Are there loan agreements that are --	
11	that might have been done?		11	that memorialize that?	
12	A. I have no idea.		12	A. There are notes.	
13	Q. Do you know Mr. Andrew Hritz?		13	Q. Do you maintain documentation with	
14	A. Yes, I do.		14	respect to those notes and the amounts that are paid	
15	Q. He's the operations manager at the		15	off on them?	
16	terminal?		16	A. Yes.	
17	A. Yes.		17	Q. Do you pay him off on a regular basis?	
18	Q. Was he there at the time that you		18	A. No. For a long time the terminal	
19	started?		19	wasn't cash flow positive and couldn't take it back.	
20	A. Yes, he was.		20	He continued to finance us. Now the terminal is in	
21	Q. Do you know how long Mr. Hritz worked		21	-- since '94, the terminal is finally holding its	
22	at Terminal Ventures?		22	own.	
23	A. I would believe he's been there since		23	Q. Since '94?	
24	'96 or '97. He was there prior to the final takeover		24	A. I'm sorry, since 2004. And we can pay	
25	at the time of the terminal.		25	him back. Over a period of time he probably advanced	

	Jeffrey Pressman - Clyne	25		Jeffrey Pressman - Clyne	27
1	the terminal in excess of \$9 million.		1	the cargo -- auto, disability, casualty. I can't	
2	Q. What period would that be?		2	recall.	
3	A. From -- I would have to say it goes		3	Q. How about liabilities?	
4	back to like '96, '97, when TVI was formulated.		4	A. That's casualty. That's how I view it.	
5	Q. Did he have a role in formulating TVI?		5	Q. Terminal operator's liability policy	
6	A. Not to my knowledge. No.		6	you refer to as casualty policy?	
7	Q. Does he have a relationship, or did he		7	A. Right. That's mandated by the state.	
8	have a relationship with Mr. De Maio?		8	Q. Okay. Does TVI have a broker that they	
9	A. Yes.		9	engage?	
10	Q. A business relationship. And what was		10	A. Yes, we do.	
11	the nature of that relationship?		11	Q. Who is that?	
12	A. They were life long friends. And Mr.		12	A. Joseph Sheridan. He works for Hugh	
13	De Maio wanted to get involved in the oil business.		13	Wood and Associates.	
14	Mr. Di Mauro got him actively involved.		14	Q. How long has Mr. Sheridan been the	
15	Q. Do you prepare financial reports for		15	broker for TVI?	
16	the company on a periodic basis?		16	A. I would say since 2004, I believe. But	
17	A. Just annually.		17	he was at another company before he went to Hugh	
18	Q. What type of reports do you prepare?		18	Wood. He was our broker at Willis Marine, and then	
19	A. Pretty much it's just a P & L and		19	he left, and I gave him the policies when he moved to	
20	balance sheet, which relates to the corporate tax		20	Hugh Wood.	
21	returns.		21	Q. Okay. Did you deal with any brokers	
22	Q. Does TVI have any bank loans		22	before Mr. Sheridan at your time at TVI?	
23	outstanding?		23	A. Yes. The Haze Group. They were out of	
24	A. No.		24	Massachusetts. And Hagadorn & Company.	
25	Q. So any lending that occurs with respect		25	Q. What years did you engage the Haze	
	Jeffrey Pressman - Clyne	26		Jeffrey Pressman - Clyne	28
1	to TVI is through Mr. Di Mauro. Is that right?		1	Group as TVI's broker?	
2	A. Yes.		2	A. I would venture to say somewhere the	
3	Q. Does TVI have an outside auditing firm?		3	years 2000, 2001, when Mr. Sheridan took over the	
4	A. Yes.		4	Insurance. And Hagadorn was from the time we	
5	Q. And who is that?		5	purchased the terminal -- "we" meaning Mr. De Maio.	
6	A. Excuse me?		6	I didn't buy it.	
7	Q. Go ahead.		7	Q. Understood.	
8	A. Can you define "auditing firm"?		8	A. Until 2000 or 2001 Hagadorn had the	
9	Q. Has TVI, for any reason, engaged		9	insurance. So '98 through 2000, 2001.	
10	outside auditors?		10	Q. It would have been Hagadorn?	
11	A. We have an outside accounting firm.		11	A. Hagadorn.	
12	Q. Who is that?		12	Q. Before that was the Haze Group -- after	
13	A. Michael De Vine.		13	that -- I'm sorry.	
14	Q. Where is he located?		14	A. After.	
15	A. Pelham, New York.		15	Q. Was Mr. Sheridan with Hagadorn?	
16	Q. What is his role as the outside		16	A. No. Mr. Sheridan -- my relationship	
17	accounting firm?		17	with Mr. Sheridan started from the time he was at	
18	A. He prepares our corporate returns.		18	Willis Marine.	
19	Q. Okay. I'm going to focus my questions		19	Q. Understood. Who was your contact at	
20	on -- let me ask a couple of general questions about		20	Hagadorn?	
21	insurance and TVI, and then I'm going to focus on the		21	A. He is deceased now. Pete Anselmo.	
22	vessel pier for a period, southbound.		22	Q. I want to focus your attention to the	
23	In terms of insurance, what type of		23	period when you first started with the company. Did	
24	insurance policies does TVI maintain?		24	you become aware -- I believe you said that was mid	
25	A. Property, inventory -- well, it's under		25	'99. Is that right?	

	Jeffrey Pressman - Clyne	45		Jeffrey Pressman - Clyne	47
1	Q.	What was that case about?	1	Masefield International. Is that right?	
2	A.	That was about a remediation problem at the terminal.	2	A.	Yes.
3	Q.	What was the dispute between the two companies?	3	Q.	Did there come a time in 2007 where
4	A.	Basically, they said we didn't remediate the property properly, and they didn't want	4	Masefield International entered into a contract with	
5		to be the responsible party to the state. We said we	5	Terminal Ventures for storage and movement of	
6		had been remediating it. They blocked the submission	6	biodiesel out of the TVI facility?	
7		of it to the state. We finally resolved that case.	7	A.	Yes. But I believe the product was
8	Q.	When was that?	8	more than just biodiesel.	
9	A.	Sometime last year. It resolved itself	9	Q.	What other products were involved?
10		probably in August of '08.	10	A.	I believe they had some ultra low
11	Q.	What was the specific remediation	11	sulfur diesel at the terminal also.	
12	issue?		12	Q.	Were you involved in the initial
13	A.	It's under the state remediation plan.	13	negotiations and discussions with Masefield?	
14		I'm not that familiar with it. I don't get involved	14	A.	No.
15		in the remediation area.	15	Q.	Do you know who was?
16	Q.	Would that be Mr. Hritz's area?	16	A.	We used Mr. Di Mauro, who is our
17	A.	Yes.	17	consultant, to work through the negotiations.	
18	Q.	What was the subject of your deposition	18	Q.	Was that Sal Di Mauro?
19	in that case?		19	A.	Yes.
20	A.	Pretty much financial.	20	Q.	Okay. Prior to the signing of a
21	Q.	Is that case pending in --	21	contract with Masefield, did you meet -- have any	
22	A.	It's resolved.	22	meetings with Masefield yourself?	
23			23	A.	To the best of my recollection, I
24			24		didn't have any meetings. I was laid up. I fell on
25			25		black ice at the terminal and tore up my quadricept,
	Jeffrey Pressman - Clyne	46		Jeffrey Pressman - Clyne	48
1	Q.	I'm sorry. It's resolved. Was it	1	and at the time of the negotiations I wasn't present	
2	settled?		2	at the office. Maybe in April or May I started	
3	A.	Yes.	3	coming up, on a limited basis.	
4	Q.	Did TVI pay Eastern money?	4	Q.	What was your first involvement with
5	A.	TVI didn't pay anything.	5	Masefield?	
6	Q.	Did Eastern just drop the case?	6	A.	I provided Mr. Di Mauro with a
7	A.	Yes.	7	boilerplate contract that we use. And pretty much by	
8	Q.	Was that case pending in New Jersey?	8	the time I got back most everything was done. I may	
9	A.	Is it pending?	9	have -- I probably had some conversations with --	
10	Q.	Was it pending in New Jersey?	10	relating to different parts of the contract but I	
11	A.	Yes.	11	don't recall.	
12	Q.	In state court or federal court?	12	Q.	Have you seen the Masefield Terminal
13	A.	I believe it was state court. Yes.	13	Ventures agreement dated March 27, 2007?	
14	Q.	Who represented TVI in that case?	14	A.	Yes.
15	A.	Mc Cusker again.	15	Q.	Do you know who from the TVI side had
16	Q.	Who represented Eastern?	16	principal responsibility for drafting the contract?	
17	A.	I can't remember the law firm. I don't	17	A.	Like I said, we have a boilerplate
18	remember. Himmelmann, H I M M E L M A N N .		18	contract. Okay? And pretty much the contracts are	
19	Himmelmann something.		19	standard for everybody. There was some minor changes	
20	Q.	That's the third case. Any others?	20	made to the contract, which I would believe Mr. Hritz	
21	A.	I'm having difficulty recalling at this	21	would have called me. We kind of agreed on different	
22	time.		22	things.	
23	Q.	Any others involving TVI?	23	Q.	If this was March of 2007, or the end
24	A.	I don't believe so.	24	of March 2007 when the contract was signed, at that	
25	Q.	You're familiar with a company called	25	point you were laid up, right?	

Jeffrey Pressman - Clyne

105

1 The first entry on the first page of
 2 Pressman-23 is an entry, "New pipeline north dock."

3 A. Right.

4 Q. Can you explain what that is and why
 5 that's part of the claim?

6 A. We ran new pipe, large pipe, to
 7 accommodate Masefield. Also to keep make it so their
 8 product wouldn't get mixed with PSE&G's product,
 9 because it could contaminate their product. So we
 10 ran a segregated line to accommodate them at the
 11 north dock.

12 Q. When was that done?

13 A. I believe back in October. Shortly
 14 after the collapse. Started in December. We bought
 15 the pipe and everything else. It was welded in in
 16 February of '08. Actually, that's when I got the
 17 bill. It was actually probably the work was done in
 18 December and January.

19 Q. And then focussing your attention to
 20 the loss profits clause by contract cancellation -- I
 21 apologize, but this is really the first time I'm
 22 looking at this. It was produced today.

23 A. That's no problem.

24 Q. I want to make sure I understand it.

25 Can you walk us through that? The first entry is for

Jeffrey Pressman - Clyne

106

1 sales revenue, fiscal year September 30, 2007. How
 2 are you deriving that figure?

3 A. Whatever I would have billed Masefield
 4 for. Less what my average cost of goods sold was.
 5 Based upon my 2007 numbers. It works out to 38.32
 6 percent profit. You do the multiplication.

7 Q. Okay. The cleaning cost entry on this
 8 page entitled, "Lost profits caused by Masefield
 9 Contract Cancellation," cleaning costs of \$300,000,
 10 where does that come from?

11 A. That's basically the estimate in there
 12 because Masefield was to return the tanks to Bear
 13 Steel when they pulled out. Okay? It was just a
 14 pure estimate to bring the tanks back to Bear Steel.

15 MR. CLYNE: Just give me a minute. I
 16 may be done.

17 (Off-the-record.)

18

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107

CERTIFICATE OF OFFICER

1
 2
 3 I CERTIFY that the foregoing is a true and
 4 accurate transcript of the testimony and proceedings
 5 as reported stenographically by me at the time, place
 6 and on the date as hereinbefore set forth.

7
 8 I DO FURTHER CERTIFY that I am neither a
 9 relative nor employee nor attorney or counsel of any
 10 of the parties to this action, and that I am neither
 11 a relative nor employee of such attorney or counsel,
 12 and that I am not financially interested in the
 13 action.

14
 15 MARY JO MONTELEONE, C.C.R.

Certificate No. XI01370

Notary Public of the State of New Jersey

My Commission expires March 7, 2009

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MASEFIELD INTERNATIONAL, INC.,

Plaintiff,

-against-

TERMINAL VENTURES, INC., JOSEPH
DIMAURO, EASTERN ENERGY
FUELS, INC., and CLARK DODGE AND
COMPANY, INC.

Index No. 08-3850 (JLL) (CCC)

Defendants

TERMINAL VENTURES, INC.

Third-Party Plaintiff,

-against-

MASEFIELD AG, ARAL WIND LTD.,
M/T ARAL WIND, its engines, tackle,
apparel, etc., LIBERTY MUTUAL
INSURANCE COMPANY, and JOHN
DOE

Third Party Defendants.

EXHIBIT C

1
2
3 UNITED STATES DISTRICT COURT
4 DISTRICT OF NEW JERSEY
5 Docket No. 08-3850 (JLL)

6 _____
7 MASEFIELD INTERNATIONAL
8 INC.,

9 Plaintiff(s), Deposition of:
10 ~VS~ ANDREW HRITZ
11 TERMINAL VENTURES, INC.,

12 Defendants
13 Third-Party Plaintiff,
14 ~VS~

15 MASEFIELD AG ARAL WIND
16 LTD., M/T ARAL WIND, its
17 engines, tackle, apparel,
18 etc., LIBERTY MUTUAL
19 INSURANCE COMPANY and JOHN
20 DOE,

21 Third-Party Defendants.

22 _____
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Phone: (973) 467-7890 Fax: (973) 467-8822
E-Mail: office@abaccaroassociates.com

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2
3 TESTIMONY UPON ORAL EXAMINATION OF

4
5 ANDREW HRITZ

6
7 Thursday, June 25, 2009

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10 REPORTED BY: MARY JO MONTELEONE, CCR

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14
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5 TRANSCRIPT of testimony taken
6 stenographically pursuant to Superior Court Rules of
7 Practice and Procedure by and before MARY JO
8 MONTELEONE, a Certified Court Reporter and Notary
9 Public of the State of New Jersey, at the offices of
10 GIBBONS, P.C., One Gateway Center, Newark, New
11 Jersey, commencing at approximately 10:00 a.m.
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	Andrew Hritz - Clyne 157		Andrew Hritz - Clyne 159
1	A. The existing waler, yes. In that one		1 have lots of deadmen and dug up. What period of
2	section.		2 time?
3	Q. Who was that?		3 MR. CLYNE: I'm talking about
	A. Derek Marine.		4 subsequent to the Aral Wind docking.
5	Q. Is that during the repairs?		5 THE WITNESS: We dug them up during the
6	A. Yes.		6 investigation -- pardon me -- the contractor putting
7	Q. Following the Aral Wind docking?		7 in new rods. The new rods are next to existing ones
8	A. Yes.		8 when he put them in. And they are clean and they are
9	Q. In connection with this particular		9 threaded. We left them in the ground. The
10	incident following the Aral Wind docking, did you		10 contractor left them in the ground and put all brand
11	ever determine what actually happened to cause the		11 new ones.
12	walking?		12 MR. CLYNE: Let's stop there. Thank
13	A. Yeah. The deadmen snapped.		13 you.
14	Q. They snapped?		14 (Deposition adjourned at 3:20 p.m.)
15	A. Yeah.		15
16	Q. Was it Trevcon that dug in the area		16
17	behind the actual dock itself to get at the deadmen?		17
18	Was it the tie rods that snapped?		18
19	A. Yes. Let me explain it. When they		19
20	were dredging the river, bringing up the debris for		20
21	the material after the Aral Wind, we found two of		21
22	the -- kind of right in front of where the Yokohama		22
23	was, in that area, we found two of the deadmen.		23
24	MR. DOYLE: I thought the deadmen were		24
25	the giant pieces of concrete.		25
	Andrew Hritz - Clyne 158		160
1	THE WITNESS: Pardon me?		1 CERTIFICATE OF OFFICER
2	Q. The couplers?		2
3	A. The couplers -- not the couplers, the		3 I CERTIFY that the foregoing is a true and
4	end that meets the waler. They are about two and a		4 accurate transcript of the testimony and proceedings
5	half feet long. I have two of them in my garage.		5 as reported stenographically by me at the time, place
6	The nuts are still on, the threads are formidable.		6 and on the date as hereinbefore set forth.
7	There's a little bit of corrosion where the seal		7
8	meets the thing, which is only natural. But the tie		8 I DO FURTHER CERTIFY that I am neither a
9	rod is this big and both of them are sheered. It's		9 relative nor employee nor attorney or counsel of any
10	not bending or whatever it is.		10 of the parties to this action, and that I am neither
11	Q. Where is that material right now?		11 a relative nor employee of such attorney or counsel,
12	A. In my garage at the terminal.		12 and that I am not financially interested in the
13	Q. When this was discovered, did you		13 action.
14	provide that information to the insurance company?		14
15	A. Sure.		15 
16	Q. Did they take photographs?		16 MARY JO MONTELEONE, C.C.R.
17	A. Somebody came from the insurance		17 Certificate No. XI01370
18	company and took photographs, after they were		18 Notary Public of the State of New Jersey
19	recovered.		19 My Commission expires March 7, 2009
20	Q. When the deadmen were dug up, was		20
	there -- were the tie rods surveyed?		21
22	MR. DOYLE: Which? Could you --		22
23	MR. CLYNE: The tie rods run from the		23
24	deadmen.		24
25	MR. DOYLE: I know what they are. We		25

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MASEFIELD INTERNATIONAL, INC.,

Plaintiff,

-against-

TERMINAL VENTURES, INC., JOSEPH
DIMAURO, EASTERN ENERGY
FUELS, INC., and CLARK DODGE AND
COMPANY, INC.

Index No. 08-3850 (JLL) (CCC)

Defendants

TERMINAL VENTURES, INC.

Third-Party Plaintiff,

-against-

MASEFIELD AG, ARAL WIND LTD.,
M/T ARAL WIND, its engines, tackle,
apparel, etc., LIBERTY MUTUAL
INSURANCE COMPANY, and JOHN
DOE

Third Party Defendants.

EXHIBIT D

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Lauren E. Komsa
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South Amboy, NJ 08879
(732) 838 0800

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MASEFIELD INTERNATIONAL, INC.,

Plaintiff,

-against-

TERMINAL VENTURES INC., JOSEPH
DIMAURO, EASTERN ENERGY
FUELS INC., and CLARK DODGE AND
COMPANY INC.

Defendants.

TERMINAL VENTURES, INC.

Third Party Plaintiff,

-against-

MASEFIELD AG, ARAL WIND LTD.,
M/T ARAL WIND, its engines, tackle,
apparel, etc., LIBERTY MUTUAL
INSURANCE COMPANY, and
JOHN DOE

Third Party
Defendants.

Index No. 08-3850 (JLL)(CCC)

SECOND AMENDED COMPLAINT

Plaintiff, Masefield International, Inc., by and through its attorneys, Hill Rivkins LLP, as and for its Second Amended Complaint against the above-named defendants alleges upon information and belief as follows:

PARTIES

1. At and during all material times hereinafter mentioned, Plaintiff, Masefield International Inc. (hereinafter "Plaintiff" or "Masefield") was and now is a corporation organized and existing under the laws of Delaware with its principal place of business at 3050 Post Oak Boulevard, Suite 1330, Houston, Texas 77056.

2. At and during all material times hereinafter mentioned, defendant, Terminal Ventures, Inc. (hereinafter "Defendant" or "TVI") was and now is a corporation organized and existing under the laws of the state of New Jersey, with its principal place of business at 195 Howell Street, Jersey City, New Jersey 07306.

3. At and during all material times hereinafter mentioned, defendant Joseph DiMauro was and is a resident and citizen of the State of New York, with a residential address at individual residing at 18 Wrights Mill Road, Armonk, New York, 10504.

4. At and during all material times hereinafter mentioned, defendant, Eastern Energy Fuels, Inc. ("Eastern Energy" or "EEF") was and now is a corporation organized and existing under the laws of the state of New Jersey, with its principal place of business at 2 Gannett Drive, Suite 410, White Plains, New York, 10604.

5. At and during all material times hereinafter mentioned, defendant Clark Dodge & Company Inc. ("Clark Dodge") was and now is a corporation organized and

existing under the laws of Florida, with its principal place of business at 2 Gannett Drive, Suite 410, White Plains, New York, 10604.

SUBJECT MATTER JURISDICTION

6. The subject matter jurisdiction of this Court is invoked under 28 U.S.C. §1333 as this matter is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

7. Alternatively, the subject matter jurisdiction of this Court is invoked under 28 U.S.C. §1332 as there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

FACTUAL BACKGROUND

8. Plaintiff and Defendant entered into a Terminal Agreement No. 09/05-1001, with an attached schedule, both dated March 27, 2007, and signed on April 5, 2007 (“the Agreement”), which, *inter alia*, provided that Defendant would receive, store, deliver and/or transfer clean petroleum products or biodiesel or blends thereof at its terminal facility in Jersey City, New Jersey for and on behalf of Plaintiff. A true and correct copy of the Agreement is attached hereto as Exhibit A.

9. The Agreement further provides that Defendant would provide to Plaintiff “one safe port and one safe and always accessible berth...”, and the Agreement further provides that the South Dock is capable of receiving a 700 foot long tanker with a maximum beam of 120 feet, maximum mean low water draft of 29 feet, and with a minimum loading rate of 2,500 US Barrels per hour.

10. The Agreement further provided that TVI would have both the "South Dock" and the "North Dock" available, "24 hours/day, 7 days/week year round" and that the docks would be maintained in good working order.

11. The "South Dock" at the TVI facility was the only dock capable of accommodating ocean-going vessels. The "North Dock" was only capable of handling barges, and was unable to accommodate ocean going vessels.

12. By its terms, the Agreement was to last two years, beginning in June 2007, and ending in June 2009.

13. Defendant alleges that on or about October 17, 2007 there was an incident with respect to the M/V Aral Wind that allegedly damaged the South Dock at the terminal which is the only dock that can accommodate ocean-going vessels.

14. Notwithstanding the alleged incident on October 17, 2007, Plaintiff was not notified of the incident or the unavailability of the South Dock until November 1, 2007.

15. It subsequently became evident that the South Dock was in such a poor condition that the warranties, promises, and undertakings made in Paragraphs 6, 7, and 8 of the Agreement constitute misrepresentations which were made solely to induce Plaintiff into entering into the agreement and upon which plaintiff relied to its detriment.

16. It has further subsequently become evident that at all times relevant, TVI was insolvent in that it was not paying its debts as they became due.

17. At Defendant's request Plaintiff advanced funds on December 12, 2007 in the form of pre-paid storage in the amount of \$305,820.00 in order to assist Defendant in financing the dock repairs to the South Dock.

18. Defendant requested this money because it was insolvent and undercapitalized at the time it contracted with TVI, such that it was unable to pay for repairs of the dock in the normal course of business. TVI was unable to commence repairs at the South Dock until it received the loan from TVI.

19. Notwithstanding the financial aid (loan) provided in the form of pre-paid storage fees, the South Dock remained unavailable for use by Plaintiff through the termination of the Agreement on June 30, 2008.

20. During the period November 1, 2007 through June 30, 2008, Defendant misrepresented, to Plaintiff's detriment, that the South Dock was being repaired in an efficient and timely manner.

21. The repairs were delayed due to TVI's insolvency and its inability to pay for repairs and/or pay contractors performing the repair work at the South Dock.

22. During the period November 1, 2007 through June 30, 2008, Plaintiff was given various indications as to when the South Dock would become operational again and, relying on such information, nominated certain vessels including the M.V. Clipper Trojan, M.V. Kristen Knutsen, M.V. Destiny 1, M.V. Clipper Kylie, M.V. Panama Flota, M.V. Stolt Candor, M.V. LS Jacoba, M.V. Amundsen Wind, M.V. Basat and the M.V. Dzintari to call at the South Dock at Defendant's facility, none of which vessels were able to call at the South Dock due to its unavailability.

23. Also during the period November 1, 2007 through June 30, 2008, having only the North Dock available to it, Plaintiff was required to undertake costly lightering and reverse lightering operations in order to bring product into the terminal, and remove product from the terminal.

ALTER EGO ALLEGATIONS

24. At all times relevant hereto, Joseph DiMauro was the alter ego and actual, beneficial and/or equitable owner of TVI in that he exercised complete dominance and control over all facets of TVI's operations and finances, such that TVI acted as a puppet in mechanical response to DiMauro's instructions, orders and demands.

United Food and Commercial Workers Union v. Fleming Foods East, Inc., 105 F.Supp. 379 (D.N.J. 2000).

25. While DiMauro wanted to purchase the facility in his own name, he was barred from doing so as a result of his history of problems with the Internal Revenue Service ("IRS"). The IRS would not issue DiMauro an IRS 637 license, which is necessary in order to sell petroleum products in the United States. Instead, DiMauro formed TVI as an instrumentality by which he would be able to conduct this business, which he personally was legally unable to do.

26. After forming the company, DiMauro alone continually capitalized the company with minimal capital infusions on an as-needed basis, which proved to be inadequate for TVI's overall operating purposes. Evidence demonstrates that TVI did not have sufficient capital to fund issues that arose, which are inherent risks in running an oil terminal such as making dock repairs, performing environmental remediation, and cleaning oil spills, and so for each incident DiMauro alone would

advance further capital to TVI. No loan documentation was ever generated with respect to these capital infusions.

27. Following the collapse at the South Dock in 2007, DiMauro did not want to use his own funds, and so caused TVI to obtain a loan from Masefield in order to undertake the repairs.

28. Since DiMauro formed TVI, he claims to have “loaned” \$ 9 million to TVI, although none of these capital contributions is documented. On the one hand, DiMauro has used these transactions to capitalize the company, yet has retained control to siphon funds directly.

29. Because DiMauro so pervasively controls the TVI operation by virtue of his loans, his so-called creditor status alternatively makes him the alter ego of TVI.

Pearson v. Component Technology Corp. 247 F.3d 471, 495 (3d Cir. 2001); In re WorldClass Processing, Inc., 2007 WL 2541775 (W.D.Pa. 2007); Krivo Indus. Supply Co. v. National Distillers & Chemical Corp., 483 F.2d 1098 (5th Cir. 1973).

30. Since TVI’s inception, DiMauro has personally controlled TVI, including its business operations and financial dealings, such that TVI has no separate existence, but is merely the instrumentality and conduit by which DiMauro could conduct business that he otherwise would be unable to conduct.

31. DiMauro abused the privilege of incorporation by using TVI to perpetrate injustice, to the detriment of its lawful creditors. Evidencing this abuse are the following acts or omissions:

- a) Since DiMauro formed TVI in 1997, TVI has failed to observe corporate formalities, as required by the law of the State of New Jersey. TVI has

never held a board of directors meeting, and does not maintain corporate records.

- b) Since the time that TVI purchased the terminal, it has been grossly undercapitalized, and apart from the Masefield loan, has relied on DiMauro as its sole source of capital each time it is required to perform repairs, clean oil spills, perform environmental remediation, and deal with other such issues that presented themselves, which are inherent in running an oil terminal. As TVI spiraled deeper into debt and failed to make payments to its lawful creditors, DiMauro continued to siphon payments from TVI in spite of its weak capital position and without any corporate control over payments to him at the same time. TVI's obligations to its true lawful creditors remained in arrears, or not paid at all. Trustees of Nat. Elevator Industry Pension, Health Benefit and Educational Funds v. Lutyk 332 F.3d 188, 198 -199 (3d Cir. 2003).
- c) Since 2007, DiMauro and/or one of his various shell entities, have been siphoning funds from TVI, and have been receiving anywhere between \$10,000 and \$50,000 every 4-14 days. If for some reason DiMauro does not get paid on demand when he arbitrarily decides he would like to get paid in an amount that is also arbitrarily decided, he has testified that he will immediately foreclose on the terminal. This is so notwithstanding the non-existence of a single loan document or a mortgage reflecting him as a creditor of TVI.
- d) DiMauro has personally assumed total control over TVI's business practices and transactions. By way of example only, DiMauro is personally responsible for the negotiation and execution of all of TVI's contracts, including the negotiation of the terminal agreement with Masefield. All of TVI's business decisions are made by DiMauro. DiMauro has the final say as to whether all potential contracts or transactions can be executed or consummated by TVI. TVI takes no corporate action without first receiving approval from DiMauro.
- e) DiMauro has complete control over TVI's finances, and is the sole beneficiary of all income and revenue received and/or owned by TVI.
- f) DiMauro personally controlled and directed the reconstruction of the terminal that took place beginning at the time of the South Dock collapse, and continued until at least the time that the Masefield /TVI contract was terminated. DiMauro made all decisions as to which contractors to hire and how the work was to be performed. DiMauro decided which contractors to pay, and if and when the contractors would get paid.
- g) DiMauro dictated which companies were allowed to store product at the TVI terminal. Records indicate that DiMauro approved only those

companies which would in some way financially benefit him or one of his other various business entities.

- h) TVI pays DiMauro's bills and debts directly. By way of example only, TVI pays for the health insurance for employees of defendant, Clark Dodge, an unrelated entity owned by DiMauro.
- i) DiMauro's companies use TVI's business address and business license on government filings and applications, such as applications for a biodiesel license. For instance, Eastern Energy Fuels, which has received over 1.3 million dollars in transfers from TVI authorized only by DiMauro, shares the same office and business address as TVI.
- j) Although DiMauro's testimony indicates that his childhood friend, Vito DeMaio, is the "sole shareholder" of TVI, it appears that Mr. DiMauro himself is the sole actual, beneficial, and/or equitable shareholder of TVI. At no time has DeMaio been involved with TVI and he has no authority to take corporate action, or to otherwise govern TVI's operations or management, all of which is determined by DiMauro.
- k) TVI's current president, Fernando Marquez, is not a U.S citizen, and is unable to obtain a U.S visa. Mr. Marquez resides in the Bahamas, and rarely visits the United States due to his visa issues.

32. As a direct and proximate result of DiMauro's pervasive control and the misuse of such control, Masefield has been damaged as further set forth herein.

**AS AND FOR A FIRST
CAUSE OF ACTION
FOR BREACH OF CONTRACT**

(Against Terminal Ventures Inc. and Joseph DiMauro)

33. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 32 as if the same were fully set forth herein.

34. Although the Agreement fundamentally provides that Defendant would provide Plaintiff with access to and from its facility, for vessels with a maximum draft of 29 feet, the South Dock has been unavailable for use since the first notification of its unavailability on November 1, 2007.

35. Additionally, although the Agreement provides that TVI would maintain its facility in good working order, TVI failed to make repairs of the South Dock with any degree of dispatch, such that the South Dock did not become operational until at least March 2009.

36. By failing to make the South Dock available for use, Defendant breached its duties and obligations under the Agreement and is otherwise at fault.

37. Plaintiff performed according to the terms, covenants, and conditions of the Agreement.

38. As a result of Defendant's breaches and other failures, Plaintiff has incurred expenses for lightering, reverse lightering, barging, freight, inspection, demurrage, cleaning costs, vessel non-utilization costs, pre-paid storage costs and other expenses.

39. By reason of the premises, plaintiff has sustained damages, no part of which has been paid, in the amount of \$3,489,922.40 exclusive of interest and costs.

**AS AND FOR A SECOND CAUSE OF
ACTION FOR BREACH OF WARRANTY**

(Against Terminal Ventures Inc. and Joseph DiMauro)

40. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 39 as if the same were fully set forth herein.

41. The Agreement warrants that Defendant "shall provide one safe port and one safe and always accessible berth ... during the term of the Agreement."

42. The Agreement further provides that the South Dock could accommodate vessels with a mean low water draft of 29 feet.

43. Notwithstanding the foregoing warranty, Defendant has failed to provide either a safe port or safe berth to accommodate vessels with a draft of 29 feet.

44. As a result of Defendant's breach of warranty, Plaintiff has incurred expenses for lightering, reverse lightering, barging, freight, inspection, demurrage, cleaning costs, vessel non-utilization costs, pre-paid storage costs and other expenses.

45. By reason of the premises, Plaintiff has sustained damages, no part of which has been paid, in the amount of \$3,489,922.40 exclusive of interest and costs.

**AS AND FOR A THIRD AND ALTERNATIVE
CAUSE OF ACTION FOR RESCISSION
OF THE AGREEMENT
(Against Terminal Ventures Inc.)**

46. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 45 as if the same were fully set forth herein.

47. As referenced above Defendant represented at the time that the agreement was entered into that the South Dock would be fit, well maintained and in all respects ready to accommodate vessels with a maximum draft of 29 feet.

48. The availability of the South Dock and its ability to accommodate vessels with a maximum draft of 29 feet was a material consideration upon which Plaintiff relied when entering into the agreement.

49. The representations regarding the condition of the South Dock as set forth above were false and known to be false by the defendant at the time of the negotiations and execution of the Agreement and were made solely for the purpose of inducing Plaintiff's reliance upon same. Furthermore, Plaintiff rightfully relied upon defendant's misrepresentations and false statements, believing them to be true, to its detriment.

50. By reason of the premises, Plaintiff is entitled to rescind the Agreement with Defendant, with Defendant receiving no benefit from same.

51. By reason of the premises, plaintiff has sustained damages, no part of which has been paid, in the amount of \$3,489,922.40 exclusive of interest and costs.

**AS AND FOR A FOURTH
CAUSE OF ACTION
FOR CONVERSION**

(Against Terminal Ventures Inc. and Joseph DiMauro)

52. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1 through 51 as if fully set forth herein.

53. The Agreement provides in Clause 7 for the removal of all materials including tank bottoms and line fill at termination. At the present time, Plaintiff has material in the form of tank bottoms and line fill in the approximate amount of 3,712 barrels with an approximate value of \$589,345.05.

54. Although the Agreement provides for the removal of tank bottoms and Plaintiff has nominated the barge HT 100 or substitute to remove the tank bottoms, Defendant has rejected the nomination and steadfastly refused to return the tank bottoms in violation of the Agreement, thereby converting the material/tank bottoms and line fill for its own use.

55. As a result of Defendant's conversion, Plaintiff has incurred damages in the sum of \$589,345.05 exclusive of interest and costs, no part of which has been paid although duly demanded.

**AS AND FOR A FIFTH CAUSE OF ACTION FOR
VIOLATION OF THE UNIFORM FRAUDULENT
TRANSFER ACT (N.J.S.A § 25:2-25 et seq.)**

(Against Terminal Ventures Inc., Joseph DiMauro, Eastern Energy Fuels, Clark Dodge, and Does 1-5)

56. Masefield realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 55 of the Complaint.

57. Pursuant to N.J.S.A 25:2-25 and N.J.S.A 25:2-27, Masefield is a creditor of Terminal Ventures Inc. (“TVI”) within the meaning of N.J.S.A 25:2-21.

58. TVI is a debtor within the meaning of N.J.S.A. 25-2-21 because it is liable to Masefield for breach of contract, breach of warranty, and conversion, as further alleged in the Complaint herein, in the amount of \$3,489,922.40.

59. Masefield has a “claim” against TVI, within the meaning of N.J.S.A. 25:2-21, and has had such claim since Masefield first notified TVI that it was in breach of the Agreement, on November 7, 2008.

60. Following this initial claim, TVI continued to breach the contract, despite its assurances to Masefield that it would comply with the Agreement.

61. On May 29, 2008, Masefield made a claim for damages against TVI in the amount of \$1,463,945.52, seeking costs incurred from November 1, 2007 until April 30, 2008, due to TVI’s failure to provide a safe berth in accordance with the contractual warranties, TVI’s failure to maintain all facilities in good working order, and TVI’s failure to perform maintenance so as to minimize impact on Masefield. More specifically, Masefield’s May 29, 2008 claim sought damage associated with

lighter/ reverse lighter operations that became necessary due to the inaccessibility of TVI's South Dock.

62. On July 25, 2008, Masefield made a further claim against TVI in the amount of \$3,484,511.43. This claim included the unpaid amount of the first claim (\$1,463,945.52) as well as an additional \$2,020,565.90 for vessel non-utilization, reverse-lightering, cleaning costs, and tank bottoms converted by TVI.

63. On July 31, 2008, after being unable to formally resolve the claims pending since November 2008, Masefield filed this action, seeking damages in the amount of \$3,489,922.40 the United States District Court for the District of New Jersey.

64. During the discovery process, Masefield requested and obtained TVI's general ledger report from the time period of January 1, 2007 until June 30, 2009. General ledger reports from the time period June 30, 2009 until the present have not been produced. Upon examination of the ledger, Masefield learned that TVI had been dissipating its assets since at least November 2007.

65. Specifically, this document made clear that even after learning of Masefield's claim, TVI continued transferring its assets to Mr. Joseph DiMauro, EEF, and Clark Dodge, without valuable consideration and/or without adequate and fair consideration.

66. The general ledger indicates that from November 2007 until June 30, 2009, TVI transferred at least \$1,302,395.20 to DiMauro and/or his various shell entities including defendants Eastern Energy Fuels and Clark Dodge.

67. Through discovery, it has become evident that Joseph DiMauro is the alter ego and actual, beneficial and/or equitable owner of TVI. DiMauro exercises complete and total control over TVI's every move, including its business operations and financial dealings by virtue of his position as either an owner, lender to, and/or shareholder of TVI.

68. At the time that these various conveyances were consummated, Masefield was a creditor of TVI.

69. At the time of the conveyances, TVI, DiMauro, EEF and Clark Dodge knew of Masefield's claim, and that Masefield was a creditor of TVI.

70. Said conveyances constitute fraudulent conveyances as defined by N.J.S.A 25:2-25, because they were made with the actual intent to hinder, delay, and defraud Masefield in its eventual collection on a judgment.

71. Further evidencing the fraudulent nature of the transfers, pursuant to N.J.S.A 25:2-26:

a. The transfers were made to an insider. More specifically, the assets were transferred to Mr. Joseph DiMauro, and/or his various alter ego entities. DiMauro is an insider of TVI as that term is defined in N.J.S.A 25:2-22, as he and his alter ego entities "control" TVI.

b. The transfers were not disclosed to Masefield.

c. Before the transfers were made, TVI was on formal notice of Masefield's claims.

d. Following the filing of a lawsuit in this matter, TVI continued to dissipate its assets.

e. The transfers were of substantially all of TVI's liquid assets.

f. TVI is insolvent, in that it is unable to pay its debts as they come due. TVI has been insolvent and grossly undercapitalized since its inception. Demonstrating this insolvency and undercapitalization, TVI was unable to pay for repairs to the South Dock following its collapse in October 2007. Rather, TVI was required to obtain a loan in the amount of \$305,820 from Masefield in order to repair the South Dock.

g. As a further direct result of its insolvency, TVI was unable to pay and/or timely pay the contractors performing repairs on the South Dock. This caused repairs to lag on for over 16 months, until at least March 2009.

72. As a direct and proximate result of TVI's fraudulent transfers, DiMauro, EEF, Clark Dodge and/or other entities owned or controlled by DiMauro, are in possession or control of at least \$1.3 million dollars, all of which was received without adequate consideration, and in violation of the New Jersey's Uniform Fraudulent Transfer Act.

73. Pursuant to N.J.S.A § 25:2-29, Masefield is entitled to an attachment of TVI's funds equaling the amount of damages sought herein, in the amount of \$3,489,922 plus interest and costs.

74. Pursuant to N.J.S.A § 25:2-29, Masefield is further entitled to a preliminary injunction preventing TVI from transferring \$3,489,922.00, until the time that Masefield can successfully obtain an attachment.

WHEREFORE, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against Defendants.
2. That if Defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth above, with interest and costs.
3. That a decree may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages as contained in each and every count, together with interest and costs.
4. That an order of attachment issue, allowing Masefield to attach TVI's funds equaling the amount of damages sought herein, in the amount of \$3,489,922 plus interest and costs.
5. That an injunction issue, enjoining TVI, Mr. Joseph DiMauro, Eastern Energy Fuels and Clark Dodge from making any transfers intended to defraud Masefield, or frustrate collection of judgment.
6. Plaintiff prays for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: South Amboy, New Jersey
April 6, 2011

HILL RIVKINS LLP
Attorneys for Plaintiff

By: /S/ Robert G. Clyne
Robert G. Clyne
102 South Broadway
South Amboy, NJ 08879
(732) 838-0800

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MASEFIELD INTERNATIONAL, INC.,

Plaintiff,

-against-

Index No. 08-3850 (JLL) (CCC)

TERMINAL VENTURES, INC., JOSEPH
DIMAURO, EASTERN ENERGY
FUELS, INC., and CLARK DODGE AND
COMPANY, INC.

Defendants

TERMINAL VENTURES, INC.

Third-Party Plaintiff,

-against-

MASEFIELD AG, ARAL WIND LTD.,
M/T ARAL WIND, its engines, tackle,
apparel, etc., LIBERTY MUTUAL
INSURANCE COMPANY, and JOHN
DOE

Third Party Defendants.

X

EXHIBIT E

Frank J. Franzino, Jr.
Meier Franzino & Scher, LLP
Attorneys for Defendants
Joseph DiMauro, Eastern Energy
Fuels, Inc. and Clark Dodge and
Company, Inc.
570 Lexington Avenue, 26th Floor
New York, New York 10022
(212) 759-9770
and
Winne Banta Hetherington Basralian & Kahn, P.C.
Court Plaza South – East Wing
21 Main Street, Suite 101
P.O. Box 647
Hackensack, New Jersey 07601-0647
(203) 487-3800

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

-----X
MASEFIELD INTERNATIONAL, INC.,

Plaintiff,

-against-

**TERMINAL VENTURES, INC., JOSEPH
DIMAURO, EASTERN ENERGY
FUELS, INC., and CLARK DODGE AND
COMPANY, INC.**

Defendants

TERMINAL VENTURES, INC.

Index No. 08-3850 (JLL) (CCC)

Document Electronically Filed

**ANSWER TO SECOND
AMENDED COMPLAINT**

Third-Party Plaintiff,

-against-

**MASEFIELD AG, ARAL WIND LTD.,
M/T ARAL WIND, its engines, tackle,
apparel, etc., LIBERTY MUTUAL
INSURANCE COMPANY, and JOHN
DOE**

Third Party Defendants.

-----X

Defendants Eastern Energy Fuels, Inc. (“Eastern”), and Clark Dodge and Company, Inc. (“Clark Dodge”) (hereinafter collectively referred to as Eastern Defendants) by their attorneys, Meier Franzino & Scher, LLP and Winne Banta Hetherington Basralian & Kahn, P.C., as and for its Answer to the Second Amended Complaint herein, allege as follows:

1. Eastern Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of the Second Amended Complaint.
2. Eastern Defendants admit the allegations contained in Paragraph 2 of the Second Amended Complaint.
3. Eastern Defendants admit the allegations contained in Paragraph 3 of the Second Amended Complaint.
4. Eastern Defendants admit the allegations contained in Paragraph 4 of the Second Amended Complaint.
5. Eastern Defendants admit the allegations contained in Paragraph 5 of the Second Amended Complaint.
6. The allegations contained in Paragraph 6 of the Second Amended Complaint are legal conclusions to which no responsive pleading is required.
7. The allegations contained in Paragraph 7 of the Second Amended Complaint are legal conclusions to which no responsive pleading is required.
8. Eastern Defendants deny the allegations contained in Paragraph 8 of the Second Amended Compliant and refer this Court to the Terminal Agreement No. 09/05 1001 for its terms.

9. Eastern Defendants deny the allegations contained in Paragraph 9 of the Second Amended Compliant and refer this Court to the Terminal Agreement No. 09/05 1001 for its terms.
10. Eastern Defendants deny the allegations contained in Paragraph 10 of the Second Amended Compliant and refer this Court to the Terminal Agreement No. 09/05 1001 for its terms.
11. Eastern Defendants deny the allegations contained in Paragraph 11 of the Second Amended Complaint.
12. Eastern Defendants deny the allegations contained in Paragraph 12 of the Second Amended Compliant and refer this Court to the Terminal Agreement No. 09/05 1001 for its terms.
13. In response to Paragraph 13 of the Second Amended Complaint, the Eastern Defendants admit that on or about October 17, 2007, the M/T Aral Wind struck TVI terminal's south dock located on the Hackensack River in Jersey City, New Jersey ("the TVI dock"), with great force causing it to be damaged and to collapse. Except as so admitted, the allegations contained in Paragraph 13 of the Second Amended Complaint are denied.
14. Eastern Defendants deny the allegations contained in Paragraph 14 of the Second Amended Complaint.
15. Eastern Defendants deny the allegations contained in Paragraph 15 of the Second Amended Complaint.
16. Eastern Defendants deny the allegations contained in Paragraph 16 of the Second Amended Complaint.

17. Eastern Defendants deny the allegations contained in Paragraph 17 of the Second Amended Complaint except to admit that Plaintiff paid \$305,820.00 against monthly storage charges due to TVI.
18. Eastern Defendants deny the allegations contained in Paragraph 18 of the Second Amended Complaint.
19. Eastern Defendants deny the allegations contained in Paragraph 19 of the Second Amended Complaint except to admit that the TVI Dock was unavailable for use due to the destruction caused by the M/T Aral Wind.
20. Eastern Defendants deny the allegations contained in Paragraph 20 of the Second Amended Complaint.
21. Eastern Defendants deny the allegations contained in Paragraph 21 of the Second Amended Complaint.
22. Eastern Defendants deny knowledge of information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of the Second Amended Complaint.
23. Eastern Defendants deny the allegations contained in Paragraph 23 of the Second Amended Complaint.
24. Eastern Defendants deny the allegations contained in Paragraph 24 of the Second Amended Complaint.
25. Eastern Defendants deny the allegations contained in Paragraph 25 of the Second Amended Complaint.
26. Eastern Defendants deny the allegations contained in Paragraph 26 of the Second Amended Complaint.

27. Eastern Defendants deny the allegations contained in Paragraph 27 of the Second Amended Complaint except to admit that Plaintiff paid \$305,820.00 against monthly storage charges due to TVI.
28. Eastern Defendants deny the allegations contained in Paragraph 28 except to admit the Mr. DiMauro lent money to TVI.
29. Eastern Defendants deny the allegations contained in Paragraph 29 of the Second Amended Complaint.
30. Eastern Defendants deny the allegations contained in Paragraph 30 of the Second Amended Complaint.
31. Eastern Defendants deny the allegations contained in Paragraph 31 of the Second Amended Complaint.
32. Eastern Defendants deny the allegations contained in Paragraph 32 of the Second Amended Complaint.
33. In response to Paragraph 33 of the Second Amended Complaint, Eastern Defendants repeat and reallege all of their responses in Paragraphs 1 through 32 of this Answer as though fully set forth herein.
34. In Response to Paragraph 34 of the Second Amended Complaint, Eastern Defendants admit that TVI entered into Agreement # 09/05-1002 and refer this Court to the terms therein.
35. Eastern Defendants deny the allegations contained in Paragraph 35 of the Second Amended Complaint.
36. Eastern Defendants deny the allegations contained in Paragraph 36 of the Second Amended Complaint.

37. Eastern Defendants deny the allegations contained in Paragraph 37 of the Second Amended Complaint.
38. Eastern Defendants deny the allegations contained in Paragraph 38 of the Second Amended Complaint.
39. Eastern Defendants deny the allegations contained in Paragraph 39 of the Second Amended Complaint.
40. In response to Paragraph 40 of the Second Amended Complaint, Eastern Defendants repeat and reallege all of their responses in Paragraphs 1 through 39 of this Answer as though fully set forth herein.
41. Eastern Defendants deny the allegations contained in Paragraph 41 of the Second Amended Compliant and refer this Court to the Agreement No. 09/05 1001 for its terms.
42. Eastern Defendants deny the allegations contained in Paragraph 42 of the Second Amended Compliant and refer this Court to the Agreement No. 09/05 1001 for its terms.
43. Eastern Defendants deny the allegations contained in Paragraph 43 of the Second Amended Complaint.
44. Eastern Defendants deny knowledge of information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of the Second Amended Complaint.
45. Eastern Defendants deny the allegations contained n Paragraph 45 of the Second Amended Complaint.
46. In response to Paragraph 46 of the Second Amended Complaint, Eastern Defendants repeat and reallege all of their responses in Paragraphs 1 through 45 of this Answer as though fully set forth herein.

47. Eastern Defendants deny the allegations contained in Paragraph 47 of the Second Amended Compliant and refer this Court to the Agreement No. 09/05 1001 for its terms.
48. Eastern Defendants deny the allegations contained in Paragraph 48 of the Second Amended Complaint.
49. Eastern Defendants deny the allegations contained in Paragraph 49 of the Second Amended Complaint.
50. Eastern Defendants deny the allegations contained in Paragraph 50 of the Second Amended Complaint.
51. Eastern Defendants deny the allegations contained in Paragraph 51 of the Second Amended Complaint.
52. In response to Paragraph 52 of the Second Amended Complaint, Eastern Defendants repeat and reallege all of their responses in Paragraphs 1 through 51 of this Answer as though fully set forth herein.
53. Eastern Defendants deny the allegations contained in Paragraph 53 of the Second Amended Compliant and refer this Court to the Agreement No. 09/05 1001 for its terms.
54. Eastern Defendants deny the allegations contained in Paragraph 54 of the Second Amended Compliant and refer this Court to the Agreement No. 09/05 1001 for its terms.
55. Eastern Defendants deny the allegations contained in Paragraph 55 of the Second Amended Complaint.
56. In response to Paragraph 56 of the Second Amended Complaint, Eastern Defendants repeat and reallege all of their responses in Paragraphs 1 through 55 of this Answer as though fully set forth herein.

57. Eastern Defendants deny the allegations contained in Paragraph 57 of the Second Amended Complaint.

58. Eastern Defendants deny the allegations contained in Paragraph 58 of the Second Amended Complaint.

59. Eastern Defendants deny the allegations contained in Paragraph 59 of the Second Amended Complaint.

60. Eastern Defendants deny the allegations contained in Paragraph 60 of the Second Amended Complaint.

61. Eastern Defendants deny the allegations contained in Paragraph 61 of the Second Amended Complaint.

62. Eastern Defendants deny the allegations contained in Paragraph 62 of the Second Amended Complaint.

63. In response to Paragraph 63, Eastern Defendants admit that plaintiff filed this action but denies the remaining allegations of the Paragraph 63 of the Second Amended Complaint.

64. Eastern Defendants deny the allegations contained in Paragraph 64 of the Second Amended Complaint.

65. Eastern Defendants deny the allegations contained in Paragraph 65 of the Second Amended Complaint.

66. Eastern Defendants deny the allegations contained in Paragraph 66 of the Second Amended Complaint.

67. Eastern Defendants deny the allegations contained in Paragraph 67 of the Second Amended Complaint.

68. Eastern Defendants deny the allegations contained in Paragraph 68 of the Second

Amended Complaint.

69. Eastern Defendants deny the allegations contained in Paragraph 69 of the Second

Amended Complaint.

70. Eastern Defendants deny the allegations contained in Paragraph 70 of the Second

Amended Complaint.

71. Eastern Defendants deny the allegations contained in Paragraph 71 of the Second

Amended Complaint.

72. Eastern Defendants deny the allegations contained in Paragraph 72 of the Second

Amended Complaint.

73. Eastern Defendants deny the allegations contained in Paragraph 73 of the Second

Amended Complaint.

74. Eastern Defendants deny the allegations contained in Paragraph 74 of the Second

Amended Complaint.

FIRST AFFIRMATIVE DEFENSE

75. Plaintiff has failed to state a cause of action against the Eastern Defendants as to the Fifth

Claim in the Second Amended Complaint.

SECOND AFFIRMATIVE DEFENSE

76. Plaintiff's alleged damages were solely caused by plaintiff's own culpable conduct and/or

the conduct of third parties not under the direction or control of the Eastern Defendants.

THIRD AFFIRMATIVE DEFENSE

77. Eastern Defendants did not violate any legal duty owed to plaintiff.

FOURTH AFFIRMATIVE DEFENSE

78. Plaintiff's claims are barred by the doctrines of waiver and estoppel.

FIFTH AFFIRMATIVE DEFENSE

79. Plaintiff's claims are barred by plaintiff's own failure to mitigate its damages.

SIXTH AFFIRMATIVE DEFENSE

80. Plaintiff's claims are barred by its own breach of the contract with defendant TVI.

WHEREFORE, Eastern Defendants request judgment against plaintiff as follows:

- (a) Dismissing the Fifth Count of the Second Amended Complaint as it fails to state a claim against the Eastern Defendants.
- (b) Dismissing the Second Amended Complaint as any damages allegedly suffered by plaintiff were caused by plaintiff and/or by third parties not under the control or direction of Eastern Defendants.
- (c) Dismissing the Second Amended Complaint as any damages suffered by plaintiff were caused by plaintiff's own culpable conduct.
- (d) Dismissing the Second Amended Complaint as the Eastern Defendants did not violate any duty owed to plaintiff.
- (e) Dismissing the Second Amended Complaint as plaintiff failed to mitigate its damages.
- (f) Dismissing the Second Amended Complaint as any alleged damages suffered by plaintiff were caused by its own breach of contract.
- (g) Dismissing the Second Amended Complaint as the claims therein are barred by the doctrines of waiver and estoppel.

(h) Such other relief as may be proper and just under the circumstances.

WHEREFORE, Eastern Defendants demand judgment against plaintiff dismissing the Second Amended Complaint, costs of suit, attorney's fees, interest and such other relief as this Court may deem just, fair and equitable.

Dated: April 26 , 2011

MEIER FRANZINO & SCHER, LLP

By:

Frank J. Franzino, Jr.
570 Lexington Avenue, 26th Floor
New York, New York 10022
(212) 759-9700
ffranzino@mfslawllp.com

And

Winne Banta Hetherington Basralian & Kahn, P.C.
Court Plaza South – East Wing
21 Main Street, Suite 101
P.O. Box 647
Hackensack, New Jersey 07601
(203) 487-3800

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

-----X

MASEFIELD INTERNATIONAL, INC.,

Plaintiff,

-against-

Index No. 08-3850 (JLL) (CCC)

**TERMINAL VENTURES, INC., JOSEPH
DIMAURO, EASTERN ENERGY
FUELS, INC., and CLARK DODGE AND
COMPANY, INC.**

Defendants

TERMINAL VENTURES, INC.

Third-Party Plaintiff,

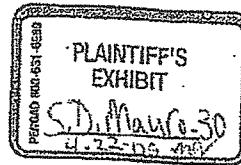
-against-

**MASEFIELD AG, ARAL WIND LTD.,
M/T ARAL WIND, its engines, tackle,
apparel, etc., LIBERTY MUTUAL
INSURANCE COMPANY, and JOHN
DOE**

Third Party Defendants.

-----X

EXHIBIT F



TERMINAL VENTURES, INC
D/B/A Eastern Terminal Ventures, Inc.
AGREEMENT OF GENERAL CONDITIONS
Contract

This agreement, and the attached Schedule which is made part hereof (the "Agreement"), dated March 27, 2007 is made between TERMINAL VENTURES, INC, (hereinafter called "TVI") and MASEFIELD INTERNATIONAL INC. (hereinafter called Masefield) The capitalized acronyms and terms used herein and not otherwise defined herein shall have the same meaning as ascribed to them in the industry. For and in consideration of the mutual covenants and agreements undertaken herein, TVI and Masefield agree as follows, to-wit:

1. TVI hereby agrees during the term of this Agreement to store for Masefield in its public warehouse tank storage facilities in Jersey City, New Jersey (the "Jersey City terminal") oil as more specifically set forth in the attached Schedule. TVI shall retain exclusive control and administration of all tank(s) including all throughput in or out thereof, and all premises, lines and appurtenances appertaining thereto. Unless otherwise specified, TVI shall provide storage tanks and lines constructed of plain, unlined steel having standard construction, pumps, valves and accessories commonly used for the tanks during the term of this agreement in order to facilitate tank inspection or repair. In the event a tank becomes unavailable because of any mechanical failure TVI shall promptly notify Masefield and provide replacement storage at the Jersey City terminal, as quickly as possible. Masefield's obligation to pay the fee applicable for such tank shall abate during the period that the tank is not available. If TVI is unable to repair the tank or provide replacement storage to Masefield within ninety consecutive (90) days, then Masefield may terminate this agreement, in part for the unavailable tank, without further liability..

TVI further warrants that for the duration of this Agreement the Terminal and associated facilities shall be maintained and operated in accordance with all relevant safety, operational and environmental laws, rules and regulations.

TVI warrant that for the duration of this agreement the Terminal shall be officially designated as a NYMEX delivery point. Should this designation be removed TVI shall use reasonable efforts to reinstate it.

2. Masefield shall deliver to TVI for storage clean petroleum products or biodiesel or blends thereof, within the following parameters

- a) flash point greater than 110 deg F.
- b) Pour point less than 100 deg. F
- c) Viscosity at 122 deg. F less than 500 SSF.

- Masefield or its representative is granted the right at its expense to inspect the tank(s) assigned to Masefield products from time to time prior to commencement of unloading of Masefield materials into said tank(s).
- 3. Masefield is to provide TVI with a MSDS for every receipt into TVI's terminal. Masefield warrants that material delivered for storage under this Agreement will conform to Masefield specifications for such materials.
- 4. TVI agrees to receive, deliver and / or transfer into and out of its terminal such materials as may be stored therein under the terms hereof, to provide such other services as may be specified in said "SCHEDULE" under "RATE", and to provide the facilities needed therefor.

Masefield shall have the right to:

- a. Observe and verify TVI's performance of its services hereunder.
- b. Have ingress to and egress from and within the Terminal upon prior notice and during reasonable times to the extent required for purposes of this Agreement.
- c. Review and audit upon prior written notice and at reasonable times TVI's records related to the performance of this Agreement, which records TVI agrees to maintain in a manner generally accepted in the industry and to make copies thereof at Masefield expense.

- d. Have an independent inspector inventory Masefield tanks, monthly or more often if necessary at Masefield expense.

Masefield agrees to pay TVI monthly the agreed monthly storage charge as well as all other charges incurred in moving fuel in and out of TVI's tank/s as specified in the attached Schedule. Masefield also agrees to pay TVI any other charges accruing hereunder, which shall be mutually agreed upon, from time to time, within three (3) days of receipt of the invoice. TVI shall have the right at any time to require Masefield to post a Corporate Guarantee in order to secure payment of storage and other charges to be paid by Masefield hereunder. Masefield reserves the right to audit all oil charges invoiced by TVI for up to one (1) year beyond the term of this Agreement.

5. The term "barrel" whenever used in this Agreement or attached Schedule shall mean 42 U.S. gallons at 60 degree F; the term "materials" whenever used in this Agreement or attached Schedule shall mean materials which are stored for Masefield but which may be owned by Masefield or by others. An independent petroleum inspector selected and paid for by Masefield shall determine the quantity of oil received into terminal and shipped out. All measured quantities shall be adjusted to 60°F in accordance with the last supplement or amendment to ASTM-IP Petroleum Measurement Table 6B (ASTM-1250) Except for TVI's Material bottoms in tanks and compatible line fills/line displacements, Masefield product will not be commingled with other product in the terminal. TVI will be liable to MASEFIELD for contamination, which result from TVI's failure to use reasonable care in the handling of Masefield product.
6. This Agreement shall remain in effect for the period of time specified in the attached Schedule. If additional tank(s) are required by Masefield from time to time hereafter, such requirement may be evidenced by a Letter Agreement, or otherwise, containing terms and conditions mutually acceptable to Masefield and TVI and which shall become an addition to the attached Schedule, and the terms of this Agreement shall also apply to it. During the term of this agreement Masefield may 'sub-lease' any or all of its available shell capacity to a third party, provided however, Masefield shall have secured the prior written approval of TVI to the sub-leasee and to the terms and conditions of the sub-lease agreement. Such third party must be acceptable to TVI, however such acceptance shall not be unreasonably withheld. Masefield warrants that any third party shall act in accordance with TVI's rules and regulations. Any and all costs, losses, damages or expenses incurred by TVI relating to or arising out of the failure of any third party to act in accordance with TVI's rules and regulations shall be for Masefield's account.
7. Masefield agrees, promptly upon the expiration or termination of this Agreement to remove all materials contained in TVI's terminal and insure that no materials are left in the tanks, and that the tanks are returned to the original condition at the inception of this Agreement. Upon termination of this Agreement TVI and Masefield will settle up tank bottom and line displacement imbalances based upon Platt's New York Harbor Mean Cargo Price Heating Oil on a mutually agreeable date.
8. TVI shall be liable for loss or damage to Masefield materials when loss or damage is caused by TVI's negligence in the safekeeping and handling of Masefield materials.

TVI's custody of Masefield oil shall be deemed to commence either at the flange connection on the vessel to the dock hose, if TVI provides the hose, or at the first flange of TVI's permanent shore connection to dock hose on Masefield barge if TVI provides the hose or at the first flange of TVI's permanent shore connection if the barge provides the hose. Masefield and TVI will maintain a running inventory and reconcile on a monthly basis any deficiencies exceeding 0.5%, such losses over 0.5% shall be reimbursed by TVI.

TVI shall be responsible for any loss or damage to Masefield materials at any time while Masefield materials are in the care, custody and control of TVI.

TVI shall indemnify, defend and hold harmless Masefield from and against any and all third party claims for bodily injury, property damage, etc. arising from and out of any negligent event, circumstance, act or incident

first occurring or existing during the period when TVI has care, custody and control of Masefield materials or TVI is providing its services to Masefield as set forth in this Agreement.

9. All movements and receipts or deliveries of Masefield materials hereunder, whether by barge, vessel, or rack shall be on a first come/first served basis Masefield shall give TVI at least three (3) days advance notice of the arrival of each tanker and at least twenty four (24) hours advance notice of the arrival of each barge making deliveries or loading of products into the storage facilities, specifying the quantity and nature of products into the storage hereunder. Such tankers and barges will be accommodated with every vessel using the storage facilities in the order of arrival. Vessels loading or discharging for Masefield account will be subject to TVI's applicable dock rules as they may be in effect from time to time and such vessels will proceed to and from TVI's dock facilities with promptness and dispatch. Vessels will load or unload, as the case may be, on a continuous basis.

All vessel nominations are subject to Coast Guard approval. The terminal is not responsible for any demurrage due to government action. Further all nominations are due three (3) days prior to delivery date. If the nominations fall within or after the three (3) day period, they are accepted on a first come basis and the terminal is not responsible for any demurrage.

If a vessel/barge nomination is accepted and the terminal crews are deployed, and the barge does not arrive at the terminal dock(s) at the nominated time all incremental costs incurred (for example, use of an additional crew) are billed at the hourly rate plus twenty (20) percent.

10. TVI shall procure and maintain at its own expense the following insurance with at least the monetary limits specified and in forms and with insurance companies rated at a minimum of A10 by the Best Key Rating Guide:

- a.
 - 1. Workers' Compensation Insurance in accordance with Worker's Compensation and Occupational Disease Laws.
 - 2. Employers' Liability Insurance for a minimum of \$500,000 per accident.
 - 3. Where applicable, insurance required by the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act.
- b. Comprehensive General Liability Insurance (occurrence form only) including coverage for premises operations, contractual liability, products/completed operations, independent contractors, (explosion, collapse, underground hazard) coverage and broad form property damage coverage with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage.

Comprehensive Automobile Liability Insurance covering all owned, leased and hired automobiles used by TVI with minimum limits of liability of \$1,000,000 per occurrence for bodily injury or death and \$500,000 per occurrence for property damage.

Pollution Legal Liability (PLL) Insurance including coverage for bodily injury, property damage, and both on-site and off-site clean-up with minimum limits of \$10,000,000 per occurrence.

Note: All Liability coverages, with the exception of workers' compensation, shall name Masefield as an additional insured and provide that this coverage is primary without any right of contribution from insurance maintained by Masefield.

The All Risk Property Insurance, including replacement cost coverage for any property in TVI's care, custody and control, or any property TVI is legally responsible for, that results in loss or damage to Masefield materials as a result of TVI's negligence or otherwise, shall name Masefield as an additional insured and loss payee, as Masefield interests may appear or warrant.

TVI waives and will require its insurers to waive any rights of subrogation against Masefield.

Prior to the commencement of this Agreement, TVI shall provide Masefield with Certificates of Insurance evidencing that all insurance required under Clause #10 is in effect and providing a minimum of thirty (30) days written notice to Masefield of any cancellation or material alteration of any insurance to be provided under this Agreement.

Any insurance provided under this Clause #10 is in no manner to relieve or release TVI or limit its liability as to any and all obligations assumed under this Agreement.

11. Should Masefield fail to pay any monies due or to become due hereunder, or to comply with any of its other material obligations hereunder, within fifteen (15) days after its receipt of written notice from TVI of such default, then TVI shall have the right, at its option to:
 - (a) Terminate and cancel the within Agreement in which event there shall be due to TVI, as liquidated damages, a sum equal to the amount of the storage charges hereunder for one (1) month; or
 - (b) Place a warehouse lien for any and such amounts due to TVI and after a 90 day period liquidate such inventory to satisfy such liens.

If Masefield has commenced by reasonable means to cure any default not curable in fifteen (15) days, such additional time as is reasonably necessary to cure such default shall be granted Masefield before Masefield will be adjudged in default hereunder.

TVI's failure to strictly and promptly enforce these conditions shall not operate as a waiver of TVI's rights hereunder, TVI hereby reserves the right to enforce prompt payment of storage charges or other charges, or to cancel the within Agreement regardless of any indulgences, or extensions previously granted to Masefield.
12. TVI reserves the right to reject any vessel or barge or any material contained therein, which it reasonably determines to be unsuitable for handling without liability whatsoever on the part of TVI to Masefield for any loss, damage, demurrage or expense, consequential or remote, sustained by Masefield as a result of such rejection.
13. It is stipulated that the charges specified herein or in the attached Schedule are based upon TVI's current cost of operation and construction necessary to comply with governmental laws, rules and regulations as presently enforced, particularly with respect to environmental control and safety standards. If, during the term of this Agreement, there should occur a change in governmental policy affecting enforcement of said laws, rule and regulations; or TVI should reasonably incur significant additional costs (greater than \$75,000/year), promulgated new or revised laws, rules or regulations requiring additions to or modifications of TVI's facilities or changes in its methods of operation increasing the cost of services and providing facilities hereunder, and TVI reasonably determines that it can modify its facilities or change its methods of operations, TVI shall advise Masefield of any increase in costs resulting therefrom, in which event the charges hereunder shall be adjusted to compensate TVI for such increased costs, provided however, Masefield is granted thirty (30) days from the date of advice of cost increases to elect whether to accept such charges or to terminate the within Agreement. If Masefield elect to terminate the agreement TVI may either accept such termination or reject and continue said Agreement on the pricing as agreed upon in the attached Schedule. Upon termination each party hereto shall thereupon be discharged of any further liability hereunder; provided however, such termination shall not relieve Masefield of the obligation to pay storage fees and charges incurred hereunder prior to the date of such termination.
14. All inspectors and other individuals designated by Masefield to do work for Masefield on the property of TVI, shall meet TVI's insurance and indemnification requirements.
15. FORCE MAJEURE. No failure or omission to carry out or to observe any of the terms, provisions or conditions of this Agreement shall give rise to any claim by one party hereto against the other, or be deemed a breach of this Agreement if the same shall arise out of war, hostilities, acts of the public enemy, or of

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belligerents, terrorism, sabotage, blockade, expropriation, condemnation, requisition, confiscation, compliance, voluntary and otherwise, with federal, state or local laws, regulations, orders or decrees including but not limited to those pertaining to environmental, maritime and transport by water and by land; Acts of God, fire, frost or ice, storm, lightning, tide, accidents of navigation or breakdown or injury to vessels; accidents to or closing of harbors, docks, canals, channels or other assistances to or adjuncts of shipping or navigation; strikes or combination of workmen, lockouts or other labor disturbances; explosion, accidents by fire or otherwise to pipes, storage tanks, installations or machinery, or any other cause which shall not be reasonably within the control of the party affected thereby.

16. The laws of the State of New York applicable to contracts to be performed entirely within that State shall govern and apply to the terms of this Agreement and its performance thereof.
17. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and shall not be assignable by either party without the written of the non-assigning party.
18. ENTIRE AGREEMENT
This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified, changed or supplemented, nor any obligations hereunder are deemed waived, except by written instrument agreed to by both parties. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
19. NO WAIVER
No waiver of any breach of the Agreement or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or any other provision herein contained, nor act as an extension of time for performance of any other obligations or acts.
20. All notices required or permitted by this Agreement shall be given by certified mail, and FAX, addressed as follows:

To: Masefield International Inc
Suite 1330
3050 Post Oak Boulevard
Houston
Texas 77056

Attn: Manager of Energy Contracts
Fax No.: 713 871 1119
See attached Schedule.

To: Terminal Ventures, Inc.
195 Howell Street
Jersey City, NJ 07306
Fax: (201) 798-3350

Dated and signed by Terminal Ventures, Inc.

5 Day of APRIL, 2007

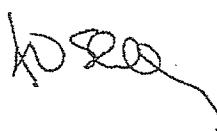
BY: Andrew Hritz

Date and signed by Masefield International, Inc

TITLE: Vice President

 Day of , 2007

10



BY: Aidan Shilling

TITLE: President

SCHEDULE
Contract #09/05-1001: Masefield

Terminal Location: TVI

Date of Agreement: March 27, 2007

Customer: Masefield International, Inc

Location of Customer's Principal Office: 3050 Post Oak Boulevard, Houston, Texas 77056

Attn: Manager of Energy Contracts
Fax No.: 713 871 1119

TERM OF AGREEMENT: Two (2) years, beginning June/2007 and ending June/2009 with the buyer having the option to renew for two years by giving a written notice to TVI not less than ninety (90) days prior to the end of the second year. Storage fee for the second period shall be \$1.03 / per bbl shell capacity storage per month.

Tank Cleaning (All tanks) (Masefield Converting Black Oil Storage Tank to Clean Product Storage)

All costs of cleaning the tanks shall be for the account of Masefield, the cost is currently estimated to be approximately \$300,000. TVI shall obtain quotes for all planned works and such quotes and scope of work shall be passed to Masefield for approval. Only those works and quotes accepted in writing by Masefield shall be payable. Masefield shall pay any agreed amounts within 5 days of invoice receipt.

Upon completion of cleaning and prior to putting the tanks into service TVI shall arrange, at its own expense, a recognized company (acceptable to Masefield) to 'strap' the tanks to produce a new set of calibration tables. If, as a result of the strapping operation, the shell capacity is reduced, storage fees shall be determined based on the new volume.

Clean Oil Storage

Rate: \$0.90 / per bbl shell capacity storage per month, 1 round turn throughput included. If at any time during this agreement the working volume of a tank falls below 95% of the shell capacity then Masefield shall pay basis 105% working volume.

Rack charge: \$0.01 per gallon delivered to Masefield trucks during normal working hours. Otherwise, weekends at the worker's hourly rate plus twenty (20) percent. Holidays to be charged at worker hourly rate at double time plus twenty (20) percent..

Holiday Pay: Barges, tank transfers or any other special task requested by MASEFIELD received/Performed on recognized terminal holidays will be billed by TVI to Masefield at double the TVI worker's hourly rate plus twenty (20) per cent. TVI's holidays are as follows: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.

Tank Transfers, Consolidations and Stripping: will be invoiced at a rate of \$150.00 per hour.

Tank Sparging and Circulation: will be invoiced at a rate of \$0.05 per barrel

EXCESS THROUGHPUT: 0.50/bbl for second round turn throughput (i.e. one in and one out) 0.30/bbl for third and each additional round turn throughput in one month storage period.

Invoices: Due and payable five (5) days after receipt. If the fifth day in which the invoice is to be paid falls on a Saturday, Sunday or Banking Holiday, then the invoice shall be paid on the next working day. All past due balances will incur interest charges of one percent (1%) per month until paid.

First Month Fees: TVI agree that a discount of 30% shall be applied to the first month of storage fees invoiced under this Agreement

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SCHEDULE contd.
Contract #09/05-1001: Masefield

TERMINAL INFORMATION

TK #	SHELL CAPACITY BBLS	EMPTY WORKING CAPACITY BBLS	DESCRIPTION
25	93,000	88,350	Tanks capable of achieving / maintaining 150°F
34	91,000	86,450	New floor / sparging connection / high and low suction
27	10,800	10,260	Connected to North and South Pier
28	10,800	10,260	Access to 4 truck rack positions
29	10,800	10,260	
30	10,800	10,260	
32	10,800	10,260	

INBOUND / OUTBOUND CAPABILITY: Marine

MARINE CAPABILITY					VESSELS HANDLED / NOTES
BERTH	Max LOA	Max Beam	MLW DRAFT	MAX BCM	
North Dock	450	120	22'	225	Minimum vessel loading rate 1,500 US Bbls per hour
South Dock	700	120	29'	350	Minimum vessel loading rate 2,500 US Bbls per hour

TVI- intends to dredge on a regular basis, as needed, government permitting. However, some loss of depth will occur between dredgings.

HOURS OF OPERATION: 24 hours /day, 7 days / week year round

FACILITY/REPAIR/MAINTENANCE: TVI will maintain all facilities in good working order and perform maintenance so as to minimize impact on Masefield operation. TVI public warehouse facilities in Jersey City shall provide one safe port and one safe and always accessible berth, free of wharfage and dockage fees during the term of this Agreement.

PRODUCT TEMPERATURE: TVI will heat tanks in accordance with specific instructions received from Masefield. All tanks are capable of heating to / maintaining +150°F

HEATING CHARGES: Fuel provided by the terminal and used for steam generation for heating Masefield material shall be charged on the following basis.

Volume : the quantity measured as being used solely for the generation of steam for the Masefield material during a calendar month.

Price : 50% No 6 Oil 0.3% sulfur Mid Platts cargo NYH plus 50% No 2 Oil sulfur Mid Platts cargo NYH.
Quotation Period : the month average for the period when the fuel was consumed.

HYDROGEN SULFIDE TESTING: Vessel compartment headspace H2S levels (PPM) should be faxed to TVI. TVI will accept written deckside results from Masefield inspectors. TVI will not discharge any vessel with average headspace H2S level >50 PPM or with any single compartment level >100 PPM unless cargo is treated with H2S scavenger upon discharge.\

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IN WITNESS WHEREOF, TVI and Masefield, by their respective duly authorized representatives, have executed this Agreement of General Conditions effective as of the Date of Agreement.

TERMINAL VENTURES, INC.

By: Cee
Title: VICE PRESIDENT
Date: 04/05/2007

Masefield International, Inc

By: W.S. De
Title: President
Date: _____